

March 1, 2011
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Mike Rhodes
Vice Mayor Ken Talley
Commissioner Terry Heldstab
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Moment of Silence.
- b. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. The consideration and approval of **Appropriation Ordinance A-5-2011** dated February 10, 2011 through February 23, 2011 in the amount of \$1,574,969.18.
- b. Approval of the **February 15, 2011** City Commission Meeting Minutes.
- c. The consideration and approval of payroll #3 and #4 for the month of February 2011.

4. APPOINTMENTS:

- a. The consideration and approval of the reappointment of Mr. Lentz to the Junction City Housing authority Board.

5. SPECIAL PRESENTATIONS:

- a. Presentation by Jeff White and Kelsi Powell of Columbia Capital Management.

6. PUBLIC HEARINGS:

7. UNFINISHED BUSINESS:

- a. The consideration and approval of **G-1095** making it illegal to falsely impersonate a law enforcement officer. Final Reading (**Chief Brown resending**)
- b. The consideration of **Ordinance S-3090** a request from Beth Mathis and/or Jodie Wilkey, agents, on behalf of Steven and Norma Stanislow, owners, for rezoning of the south 55.58 feet of Lots 1 and 2, Block 36 of the Original Townsite of Junction City, located at 518 North Madison Street, from "CSP" Special Commercial to "RM" Multiple Family Residential District to allow the continued use of the property for single-family residential purposes. **Final Reading (David Yearout Presenting)**
- c. The consideration of **Ordinance S-3091** a request from Kaw Valley Engineering, agent, on behalf of Edward W. Phillips, owners, for rezoning of Lot 1, Block 14 of the Original Townsite of Junction City, located at 239 West 9th Street, from "RM" Multiple Family Residential District to "PDD" Planned Development District for residential purposes to allow the property to be replatted into smaller lots for the continued use of the property for residential purposes. **Final Reading (David Yearout Presenting)**
- d. The consideration and approval of lease of City owned land for purpose of the sale of fireworks.

8. NEW BUSINESS:

- a. The consideration and approval of the National Biplane Fly In event agreement. (**City Attorney Logan Presenting**)
- b. The consideration and approval of the request of the North Central Kansas Regional Juvenile Detention Center to be exempted from the provisions of Chapter 590, Day Care Inspection code, of Title V, Building and Construction, of the Municipal Code. (**David Yearout Presenting**)
- c. The consideration and approval of the Final Plat of the Phillips Planned Development District Addition, a replat of lot 10 Block 14, Original Townsite of Junction city, Kansas; concerning property on southeast corner of 9th Street and Adams Street. (**David Yearout Presenting**)
- d. The consideration and approval of the Final Plat of the Phillips Planned Development District, a replat of Lot 24 in Michael's Run Addition at the northwest corner of Carolina Avenue and McFarland Road. (**David Yearout Presenting**)

9. COMMISSIONER COMMENTS:

10. STAFF COMMENTS:

11. EXECUTIVE SESSION:

- a. Session to discuss personnel issues to include the Commission and City Manager Vernon.

12. ADJOURNMENT:

3a

City of Junction City

City Commission

Agenda Memo

March 1st, 2011

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Appropriations –A-5 2011

Background: Attached is listing of the Appropriations for Feb 10th-Feb 23rd 2011

Appropriations –Feb 10th 2011-Feb 23rd 2011 \$1,574,969.18

For consideration and approval for EFT payment:

Veolia	<u>\$177,845.00</u>
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For consideration and approval- Bills due before Next Commission

Verizon Cell Bill	<u>\$2,611.24</u>
Nex-Tech	<u>\$432.24</u>
DS&O Electric	<u>\$5601.26</u>
Postmaster	<u>\$5,000.00</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
-DEPARTMENTAL	GENERAL FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI INTERNAL REVENUE SERVICE	MACSS #41061331/ CV103-753	154.85
			FEDERAL WITHHOLDING	26,027.61
			SOCIAL SECURITY WITHHOLDING	2,589.72
		ING LIFE INSURANCE & ANNUITY COMPANY BLUE CROSS BLUE SHIELD OF KS	MEDICARE WITHHOLDING	3,120.46
			ING	2,601.58
			BLUE CROSS BLUE SHIELD	729.16
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION JAN HAMILTON, CHAPTER 13 TRUSTEE KANSAS PAYMENT CENTER JAY W. VANDER VELDE FIREMEN'S RELIEF ASSOCIATION JUNCTION CITY FIRE FIGHTERS ASSOCIATION JUNCTION CITY POLICE KANSAS DEPT OF REVENUE KANSAS PUBLIC EMPLOYEES	BLUE CROSS BLUE SHIELD	423.09
			BLUE CROSS BLUE SHIELD	1,764.30
			BLUE CROSS BLUE SHIELD	797.20
			BLUE CROSS BLUE SHIELD	815.73
			BLUE CROSS BLUE SHIELD	627.33
			BLUE CROSS BLUE SHIELD	165.27
			BLUE CROSS BLUE SHIELD	518.06
			BLUE CROSS BLUE SHIELD	418.88
			FIREFIGHTERS AID ASSOCIATION	112.54
			JAMES WILSON CASE #11-4000	140.00
		INTRUST BANK PRE-PAID LEGAL SERVICES, ROLLING MEADOWS GOLF COURSE UNITED WAY OF JUNCTION CITY-GEARY COUNTY	KANSAS PAYMENT CENTER	763.00
			JAY W VANDER VELDE	228.77
			FIREMANS RELIEF	291.70
			I.A.F.F. LOCAL 3309	945.32
			JCPOA	710.00
		RC SYSTEMS INC	STATE WITHHOLDING	10,006.77
			KPERS #1	1,894.99
			KP&F	11,963.65
			KPERS #2	783.53
			FIRST STATE BANK	2,145.13
		CARD CENTER	PREPAID LEGAL	271.00
			ROLLING MEADOWS GOLF COURSE	37.50
			UNITED WAY	265.17
			TOTAL:	71,312.31
INFORMATION SYSTEMS	GENERAL FUND	CENTURY UNITED COMPANIES, INC ESRI - ENVIRONMENTAL SYSTEMS RESEARCH	Copier - WUPD	36.00
			ArcInfo Concurrent Use Lic	3,000.00
		INCODE	ArcGIS Spatial Analyst	500.00
			ArcGIS 3D Analyst Concurrent	500.00
			ArcGIS Publisher Concurrent	500.00
			ArcView Single Use Primary	400.00
			ArcView Single Use Secondary	300.00
			ArcGIS Server	1,250.00
			Receipt Printer Maint - Co	330.00
			Report Writer Add Lic Main	87.15
			Bar Code Scanner Maint - C	145.20
			Web Publishing Fees	200.00
		RC SYSTEMS INC	Web - Court Inquiry	100.00
			ReCpro - Base Package	2,000.00
			ReCpro - Facility Reservation	175.00
			ReCpro - League Scheduling	175.00
			ReCpro - POS / Inventory	175.00
		CARD CENTER	RecPro - Memberships	175.00
			RecPro - Web Module	1,350.00
			GESO - Printer Warrants C1	252.06
			12th St Internet Connection	199.00
			Fire #2 Internet Connection	124.95
			Channel 3 Digital Music	34.73
			GESO - Jail VGA Converter	137.12
			Memory - Email Server	74.51

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Power Supply - Email Serve	120.46
		BOX N SHIP	GESO - Jail Monitor Warran	14.48
			GESO - Jail Monitor Warran	19.91
			GESO - Jail Monitor Warran	<u>19.91</u>
			TOTAL:	12,395.48
INISTRATION	GENERAL FUND	APWA	2011-RENEWAL-CITY MANAGER	145.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	439.98
			MEDICARE WITHHOLFING	102.91
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	334.62
		BLUE CROSS BLUE SHIELD OF KS	A.BALLARD-MARCH 2011 COBRA	1,171.51
			BLUE CROSS BLUE SHIELD	249.45
			BLUE CROSS BLUE SHIELD	105.83
		KANSAS COURT OF TAX APPEALS	915 S WASHINGTON CREDIT	125.00-
		STAPLES ADVANTAGE	10 CASES OF PAPER	1,703.50
			INK ROLL/RED AND BLACK	3.66
			MULTI ENVELOPES	19.30
		DS&O RURAL ELECTRIC	GOLF CLUB HOUSE	1,502.08
			GOLF COURSE	1,329.47
			GOLF COURSE-CART SHED	66.47
			1807 LYDIA LN-WARNING SIRE	51.50
			SEWER LIFT	130.73
			BROOKEBEND LIFT STATION	180.82
			LIFT STATION- HILLTOP #5	161.68
			2542/2548 JAGER DR SWR LIF	88.57
			2326/2321 OSPREY SWR LIFT	110.00
			2515 WILMA-OLIVIA FARMS-LI	157.85
			QUINTON POINT SIREN	31.50
			LIGHTS AT HUNTERS RIDGE	554.66
			LIGHTS AT HARGRAVES #2	137.55
			LIGHTS AT INDIAN RIDGE/J.C	39.90
			LIGHTS AT HARGRAVES#5	123.38
			LIGHTS AT OLIVIA FARMS	45.94
			LIGHTS AT SUTTERWOODS	296.10
			LIGHTS AT SUTTER HIGHLANDS	246.75
			LIGHTS AT MANN'S RANCH	70.50
			LIGHTS AT HARGRAVES #4	11.75
			LIGHTS AT HARGRAVES #1	23.50
			LIGHTS AT HILLTOP #5	7.91
			LIGHTS AT HARGRAVES #3	35.25
			LIGHTS ALONG SVR	197.40
		GEARY COUNTY TREASURER	2307 N JACKSON 2005 PROP T	5,683.88
			2307 N JACKSON 2005 PROP T	2,626.48
		SECURITY SOLUTIONS INC	ALARM CITY CLERK OFFICE	18.00
		KANSAS GAS SERVICE	2718 INDUSTRIAL-JAN 2011	3,596.73
			AIRPORT MAINTENANCE BLDG	137.82
			312 E 9TH	2,096.09
			900 W SPRUCE	26.73
			2232 W ASH (WATER TOWER)	26.73
			2245 LACY DR	833.29
			2424 N JACKSON	874.94
			225 W 7TH	312.38
			701 N JEFFERSON	240.97
			1017 W 5TH	26.73
			915 S WASHINGTON	1,712.01
			700 N JEFFERSON	5,397.70

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2307 N JACKSON	2,004.00
			2324 1/2 N JACKSON	326.66
			1017 1/2 W 5TH	26.73
			210 E 9TH	694.03
			540 AIRPORT RD	1,091.86
			1002 W 12TH	1,966.85
		WESTAR ENERGY	135 W 7TH-JAN 2011(OPERA)	4,064.84
			1821 CAROLINE-JANUARY 2011	16.80
			2100 N JACKSON-JANUARY 201	196.86
			351 E CHESTNUT-JAN 2011	281.05
			601 E CHESTNUT-JAN 2011	348.73
			617 N WASHINGTON-JAN 2011	18.77
			900 W 12TH PARK-JAN 2011	16.80
			902 E CHESTNUT-JAN 2011	340.68
		KANSAS PUBLIC EMPLOYEES	KPERS #1	420.05
			KPERS #2	138.57
		MILITARY AFFAIRS COUNCIL	MAC BREAKFAST-JAN 27 2011	24.00
		OLD TROOPER REGIMENT	2011-DUES-VERNON, GERRY	200.00
		CARD CENTER	WALMART-WATER	3.25
			SHERATON-ROOM HOTEL	222.02
			SHERATON-ROOM	194.02
			SHERATON-ROOM	194.02
			SHERATON-CANCELLATION FEE	104.71
			J GILBERTS-KACM PROF DEV S	100.00
			VERNON, GERRI-JAN 2011-	82.95
		LATHROP AND GAGE	GEN LABOR&EMPL ISSUES	448.00
		WEST PAYMENT CENTER	JAN 1-JAN 31 2011	171.42
			TOTAL:	47,060.17
INISTRATIVE SERVICE GENERAL FUND		CARD CENTER	WATERS-GEN SAFETY CORRECTI	2.78
			TOTAL:	2.78
LDING MAINTENANCE	GENERAL FUND	WESTERN EXTRALITE COMPANY	JCFD Library network plate	12.64
			TOTAL:	12.64
KS	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	403.26
			MEDICARE WITHHOLFING	94.30
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	181.42
			BLUE CROSS BLUE SHIELD	302.36
		OCCUPATIONAL HEALTH CLINIC	POOLE, PRE EMP SCREEN 11.2	130.00
		CONCORDIA TRACTOR	BUNKER RAKE- LABOR	109.50
			BUNKER RAKE- PARTS	39.48
			GATOR 4X4 #178 - PARTS	54.88
			GATOR LABOR	182.50
			GATOR 4X2 #144 - PARTS	21.50
			FIELD MOWER #997 - LABOR	146.00
			FIELD MOWER #997 -PARTS	73.70
		SECURITY SOLUTIONS INC	ALARM PARKS- 2307 N JACKSO	35.00
		KEY OFFICE EQUIPMENT	RIBBON FOR TIME CARD MACHI	18.89
		KANSAS PUBLIC EMPLOYEES	KPERS #1	455.24
			KPERS #2	85.72
		ED LAZEAR	TRVL-PARKS AND REC CONFERE	24.81
		CARD CENTER	PEERLESS-TIRE FOR MOWER TR	74.73
			MILLESON AUTO-BATRY FOR GA	144.98
			WSTRN EXTRALITE- SALE TAX	7.84-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HLUMBER & DECOR- SC BRIDGE	47.24
			HLUMBER & DECOR- SC BRIDGE	45.93
			HLUMBER & DECOR- SC BRIDGE	20.60
			HLUMBER & DECOR- SC BRIDGE	33.66
			WATERS HDWR-PAINT TR CANS	33.18
			HLUMBER&DECOR-SC BRIDGE	37.00
			WATERS HDWR-SC BRIDGE	120.81
			WATERS HDWR-SANDPAPER	16.98
			WATERS HDWR-COMPACT DRILL	<u>199.99</u>
			TOTAL:	3,277.00
MMING POOL	GENERAL FUND	SECURITY SOLUTIONS INC	ALARM CITY POOL-1017 W 5TH	15.00
		CARD CENTER	Pool - Internet Connection	<u>59.95</u>
			TOTAL:	74.95
PORT	GENERAL FUND	KANSAS AIR CENTER	FEBRUARY 2011-MONTH CONTRA	1,833.33
		CARD CENTER	Airport - Internet Connect	<u>59.95</u>
			TOTAL:	1,893.28
JLANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	50.79
			MEDICARE WITHHOLFING	453.86
		K & L SAFETY PRODUCTS	SHORELINE PLUGS FOR M1 & M	151.02
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	255.29
			BLUE CROSS BLUE SHIELD	150.73
			BLUE CROSS BLUE SHIELD	281.11
			BLUE CROSS BLUE SHIELD	1,507.00
			BLUE CROSS BLUE SHIELD	35.46
			BLUE CROSS BLUE SHIELD	150.21
		OCCUPATIONAL HEALTH CLINIC	PRE EMPLOYMENT 2/MORRIS	85.00
			PRE-EMPLOYMENT/MORRIS	45.00
			PRE-EMPLOYMENT PHYSICAL/MO	926.00
		KA-COMM	SYNC RADIO BOARD/M4	350.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	64.54
			KP&F	5,161.60
		CARD CENTER	WALMART/PLUG & SUPPLIES M1	9.97
			KOLLING/ALS MEDICATIONS	133.55
			KOLLING/ALS MEDICATIONS	300.00
			AIRGAS/MEDICAL OXYGEN	57.47
			AIRGAS/MEDICAL OXYGEN	57.97
			KOLLING/ALS MEDICATIONS	300.00
			KOLLING/ALS MEDICATIONS	72.50
			KOLLING/ALS MEDICATIONS CR	220.43-
			AIRGAS/MEDICAL OXYGEN	28.01
			AIRGAS/MEDICAL OXYGEN	51.97
			WALMART/JANITORIAL SUPPLIE	46.07
			WALMART/LAUNDRY DETERGENT	23.84
			DICOR/JAM NUTS	32.38
			WATERS/BULBS, M2	<u>16.27</u>
			TOTAL:	10,577.18
NTY/INS ZONING SVCS GENERAL FUND		CARD CENTER	Brother Label Tape - 4 ea	34.21
			Wall Calendar - 1 ea	10.99
			Yearly Wall Planner - 1 ea	16.49
			Binder Clips - 144 ea	14.79
			Color Ink Cart Basement La	356.97
			APA-MEMBERSHIP	440.00

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	873.45
INEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	184.71
			MEDICARE WITHHOLFING	43.20
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	75.59
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	51.40
		KANSAS PUBLIC EMPLOYEES	KPERS #1	157.05
			KPERS #2	53.00
		CARD CENTER	Color Ink Cart Basement La	356.97
			TOTAL:	1,073.10
ES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	215.40
			MEDICARE WITHHOLFING	50.38
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	75.59
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	151.18
		KANSAS PUBLIC EMPLOYEES	KPERS #1	302.21
		CARD CENTER	ICC-INCORRECT MEMB. DUES	100.00
			ICC-MEMBERSHIP DUES	240.00
			ICC-CORRECTED DUES	100.00-
			Color Ink Cart Basement La	356.97
			ICC-2006 IPC, IMC, IFGC SM	202.00
			VUE PROMISS-COM ELEC INSP	180.00
			TOTAL:	1,924.91
ICE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	434.43
			SOCIAL SECURITY WITHHOLDIN	1,172.52
			MEDICARE WITHHOLFING	1,198.01
			MEDICARE WITHHOLFING	307.34
		ADI SYSTEMS INC	13668 TONER CARTRIDGE REFI	85.00
		EXPRESS POLICE SUPPLY	CUFF CASE	89.96
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	642.51
			BLUE CROSS BLUE SHIELD	188.98
			BLUE CROSS BLUE SHIELD	302.36
			BLUE CROSS BLUE SHIELD	1,133.84
			BLUE CROSS BLUE SHIELD	529.14
			BLUE CROSS BLUE SHIELD	2,229.90
			BLUE CROSS BLUE SHIELD	869.29
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	302.36
		NATIONAL LAW ENFORCEMENT SUPPLY	543307 LAB SUPPLIES	406.26
			543962 PROLIFT/EVIDENCE TA	163.92
		SUNTRUST EQUIPMENT FINANCE & LEASING C	POLICE SUV'S/RADAR UNITS	29,763.41
			LEASE PURCHASE-SUV'S	1,488.17
			SUPPORTING 911 SYSTEM-SOFT	34,811.47
			LEASE PURCHASE SOFTWARE	1,740.57
		JOHN BERRIOS	TRAVEL EXPENSE KINGSTON MO	25.00
		KA-COMM	94684 LED HOUSING UNIT 206	37.80
			94688 RADIO SCAN UNIT 206/	34.00
			94696 RADAR ANTENNA	143.00
			94714 SIREN REPAIR	109.42
		CORYELL INSURORS, INC.	13853 NOTARY BOND HESTER	50.00
		GALLS INC	511149286 TACTICAL CARRIER	250.97

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ANIMAL CARE CLINIC			72115 CHEMICAL CAPTURE DRU	110.66
TELVENT DTN			3309604 WEATHER RADAR	96.00
KANSAS PUBLIC EMPLOYEES			KPERS #1	550.79
			KPERS #1	1,012.77
			KP&F	12,379.66
			KP&F	561.85
			KPERS #2	497.08
KEITH FITZGERALD			2011 EQUIPMENT ALLOWANCE	200.00
ADVANCED GRAPHIX INC			182993 REAR BUMPER NUMBER	15.00
US IDENTIFICATION MANUAL			169213 US ID MANUAL	82.50
CARD CENTER			MCDONALDS-270 TRAINING	6.01
			BLACK DOG BBQ-TRAINING 270	9.81
			FAMOUS DAVES-TRAINING 270&	25.40
			WOLFES-CAMERA LENS	249.99
			WOLFES-CAMERA LENS	269.98
			WOLFES-CAMERA CORDS/CHARGE	169.97
			BOX&SHIP-EVIDENCE SHIPPING	25.58
			PNEU-DART-CHEMICAL CAPTURE	127.51
			3570 EXPRESS SVC-UNIFORM C	21.16
			DASH-EXAM GLOVES	209.70
			ULINE-BAGS	222.94
			REMINGTON ARMS-12 GAUGE BA	147.15
			LAB SAFETY-TRANSPORT TUBE	59.13
			JCCC-WONDERLAND/SIMPSON-PF	79.00
			WMART-ROOKIES KLETC AMMO	45.94
			GALLS-GEAR BAG ACO	166.02
			Printer, Laser - Front Des	229.99
			City - Fiber Internet	1,500.00
			199767ORAP-TX FLUID #250	19.74
			194768ORAP-VEHICLE PARTS	51.18
			195223ORAP-VEHICLE PARTS	29.98
			195246ORAP-BATTERY UNIT 20	95.59
			195280ORAP BATTERY UNIT 20	12.00-
			195377ORAP-CERAMIC PADS #2	39.79
			195439ORAP-CERAMIC PADS #2	35.14
			195542ORAP-VEHICLE PARTS	10.25
			197051ORAP-BATTERY UNIT 24	92.74
			197510ORAP-WHL BRG UNIT 21	16.91
			197517ORAP-WHL SEAL UNIT 2	2.57
			197542ORAP-WHL BRG UNIT 21	31.96
			197643ORAP-REAR AXLE/BRG #	166.72
			197685ORAP-LOW BEAM BULB	39.86
			197688ORAP-LOW BEAM BULB	9.88-
			197961ORAP-SLIPADD UNIT 21	6.49
			197984ORAP-BATTERY UNIT 24	12.00-
			197984ORAP-WHL SEAL UNIT 2	2.57-
			197984ORAP-WHL BRG UNIT 21	16.91-
			197984ORAP-REAR AXLE KIT #	147.24-
			1262J&R-BATTERY UNIT 206	186.87
			1276J&R-BALL JOINT UNIT 25	106.96
			1273 INT MANIF/THERMOSTAT	693.72
			B&K 16069-COFFEE	75.60
			96946 CPL-UNIFORM CLEANING	33.30
			96972 CPL-UNIFORM CLEANING	35.15
			97002 CPL-UNIFORM CLEANING	22.20
			97005 CPL-UNIFORM CLEANING	9.25

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			97065 CPL-UNIFORM CLEANING	59.20
			97096 CPL-UNIFORM CLEANING	16.65
			97120 CPL-UNIFORM CLEANING	22.20
			97132 CPL-UNIFORM CLEANING	3.70
			97157 CPL-UNIFORM CLEANING	3.70
			97184 CPL-UNIFORM CLEANING	16.65
			16039 B&K-SUGAR	48.80
			IACP MEMBERSHIP 201	120.00
			IACP MEMBERSHIP 203	120.00
			IACP MEMBERSHIP 204	120.00
			97211 CPL-UNIFORM CLEANING	25.90
			97238 CPL-UNIFORM CLEANING	9.25
			97265 CPL-UNIFORM CLEANING	14.80
			97344 CPL-UNIFORM CLEANING	22.20
			97317 CPL-UNIFORM CLEANING	66.60
			97369 CPL-UNIFORM CLEANING	18.50
			97395 CPL-UNIFORM CLEANING	7.40
			97399 CPL-UNIFORM CLEANING	7.40
			STAPLES-CD'S/DVD'S	103.93
			STAPLES-DVD'S	47.97
			STAPLES-TONER CARTRIDGE	88.99
			B&K 16719-COFFEE	50.40
			LEITHOFF JANUARY 2011	16.74
			WMART-BATTERIES	49.43
			BOX&SHIP-EQUIPMENT SHIPPIN	13.04
			KEY-TONER CARTRIDGE	68.89
			QUANTICO-BATTERY	22.80
			QUANTICO-BATTERY	42.00
			WTV-WEATHERSTRIPPING	12.48
			BOX&SHIP-TASER UNIT 204	8.23
			SCREEN MACHINE-STOCKING CA	220.00
			WTV-FURNACE THERMOSTAT-WAR	16.99
			WTV-BROOMS	20.48
			QUANTICO-UNIFORMS	87.00
			1000BULBS-ELEC BALLAST WAR	294.62
			CABELAS-ICE CLEATS	123.63
			MILOUTLET-UNIFORM NAME TAG	24.00
			CHIEF SUPPLY-MO INSIGNIA	110.89
			WMART-BATHROOM SUPPLIES	46.57
			MATERIAL HANDLING-GAS CANS	261.14
			MAXXDRIY-ICE CLEATS	84.25
			CHIEF SUPPLY-MO INSIGNIA	110.89-
		WEST PAYMENT CENTER	822218463 CLEAR SUBSCRIPTI	<u>151.00</u>
			TOTAL:	102,193.66
E	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	50.79
			MEDICARE WITHHOLFING	666.78
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	349.43
			BLUE CROSS BLUE SHIELD	0.45
			BLUE CROSS BLUE SHIELD	474.79
			BLUE CROSS BLUE SHIELD	2,123.65
			BLUE CROSS BLUE SHIELD	115.72
			BLUE CROSS BLUE SHIELD	0.97
		CONRAD FIRE EQUIPMENT	COOLER/E20	207.53
		KANSAS PUBLIC EMPLOYEES	KPERS #1	64.54
			KP&F	7,105.81

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CARD CENTER	OREILLY/ICE SCRAPERS	11.98
			MILLESONS/ROCKER SWITCH L1	15.81
			BOXNSHIP/SEND B. COAT FOR	12.96
			WALMART/BATTERIES, SHOWER	25.88
			WATERS/STARTER CORD	1.56
			AUTOZONE/BATTERY FOR 520	89.99
			WALMART/OFFICE SUPPLIES	14.98
			WALMART/BATTERIES, WD-40	34.80
			MILLESONS/BLOCK HEATER STN	37.33
			WATERS/FAUCET HANDLE	5.49
			WATERS/RETURN FAUCET HANDL	5.49-
			TASKFORCETIPS/LEVER LOCK K	45.26
			MILLESONS/ANTI FREEZE, HDP	20.36
			HOME DEPOT/SAWZALL BATTERY	79.86
			MILLESONS/RETURN ANTIFREEZ	8.99-
			INT'CODE/2006 IFC BOOKS &	<u>256.50</u>
			TOTAL:	11,798.74
RET	GENERAL FUND	VEOLIA WATER NORTH AMERICA	PUBLIC WORKS	<u>116,143.44</u>
			TOTAL:	116,143.44
RT	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	494.20
			MEDICARE WITHHOLFING	115.58
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	302.36
		AIZPRUA. LAURA	JAN. 26, 2011	20.00
			JAN. 27, 2011	25.00
			FEB. 7, 2011	10.00
			FEB. 10, 2011	10.00
			FEB. 16, 2011	30.00
			FEB. 17, 2011	20.00
		PEGGY NIEVES (MCCLLOUD)	BOND REFUND 10-16318	84.00
		LEWIS, JOEL	RESTITUTION CASE 10-16318	100.00
		SALAY, STEPHANIE R.	BOND REFUND TT140454	54.00
		SHAW, NIESHA	BOND REFUND TT138222	99.00
		KANSAS MUNICIPAL JUDGES ASSOCIATION	2011 DUES - JUDGE MCKONE	25.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	455.28
			KPERS #2	176.95
		THE PRINTERY	JCPOA CONTRACT -CITY PAYS	49.00
		CINTAS #451	MATS @ MUNICIPAL COURT	<u>14.52</u>
			TOTAL:	2,084.89
OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	109.26
			MEDICARE WITHHOLFING	25.55
		CL HOOVER OPERA HOUSE	MARCH 2011-CONTRIBUTION	10,000.00
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
		CARD CENTER	OPERA HOUSE MGR ONLINE AD	<u>75.00</u>
			TOTAL:	10,360.99
CTION CITY ARTS	GENERAL FUND	SECURITY SOLUTIONS INC	ALARM ARTS COUNCIL-109 W7	<u>22.00</u>
			TOTAL:	22.00
REATION	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	267.56
			MEDICARE WITHHOLFING	62.57
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	120.94
			BLUE CROSS BLUE SHIELD	151.18
		STEPHANIE KOSTER	ROOM REFUND-FEB 2011-DEPOS	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MARJAU FERRIS	ROOM REFUND-02/10/11-DEPOS	50.00
		SECURITY SOLUTIONS INC	SECURITY SOLUTIONS INC	22.67
			SECURITY SOLUTIONS INC	18.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	184.33
			KPERS #2	59.44
		CARD CENTER	WALMART-BATTERIES AND DISH	7.94
			WALMART-ZIPLOCK, BANDAGES	5.72
			WALMART-COFFEE, SUGAR	10.96
			TOTAL:	1,011.31
-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	1,447.65
			SOCIAL SECURITY WITHHOLDING	192.99
			MEDICARE WITHHOLDING	201.21
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	175.00
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	79.72
			BLUE CROSS BLUE SHIELD	83.74
			BLUE CROSS BLUE SHIELD	259.03
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	FIREFIGHTERS AID ASSOCIATION	14.96
		FIREMEN'S RELIEF ASSOCIATION	FIREMANS RELIEF	38.78
		JUNCTION CITY FIRE FIGHTERS ASSOCIATION	I.A.F.F. LOCAL 3309	125.68
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	546.62
		KANSAS PUBLIC EMPLOYEES	KPERS #1	199.86
			KP&F	660.00
		INTRUST BANK	FIRST STATE BANK	125.83
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	23.00
			TOTAL:	4,174.07
AGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	ESG GRANT PROCEEDS DEC 201	1,946.45
			ESG GRANT PROCEEDS NOV 201	2,477.36
			TOTAL:	4,423.81
5 JAG	GRANTS	CARD CENTER	Printer - Deputy Room	469.58
			TOTAL:	469.58
F HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDING	284.88
			MEDICARE WITHHOLDING	66.63
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	151.18
		EXPERIAN	CREDIT CHECK-JANUARY 2011	48.20
		HOME LUMBER CO.	MAGNETIC POST LEVEL/LINE L	7.72
		KANSAS PUBLIC EMPLOYEES	KPERS #1	386.74
		NRSCHA	2011 ANNUAL DUES	300.00
		CARD CENTER	Color Ink Cart Basement La	356.99
			DOLRTREE-RIBBON CUTTING IT	60.25
			WM-RIBBON CUTTING ITEMS	42.64
			DILLONS-RIBBON CUTTING ITE	47.52
			WM-RIBBON CUTTING ITEMS	18.65
			WM-RIBBON CUTTING ITEMS	74.11
			GURUDEV-GROUP3 SPLIT CAT 5	17.39
			HOME DEPOT-COMPRESSOR&BATTE	440.10
			HOME DEPOT-SAW WORK STATIO	199.00
			HOME DEPOT-GROUP 3 BRITTON	38.18
			GIBSONS-2 CORD EXT&TRIPLE	43.48
			HOME DEPOT-2 GUN FLTR&SPRA	38.91
			HOME DEPOT-2 STEP STOOL	39.92
			CAT 40	132.30

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HOME DEPOT-6-6 POCKET APRO	89.82
			HOME DEPOT-6 HAMMERS	59.82
			HOME DEPOT-6-CHALK REEL	29.76
			HOME DEPOT-6-N-1 SCREWDRIV	17.82
			HOME DEPOT-2-SHARPIE MAGNU	5.94
			HOME DEPOT-6-TAPE MEASURE	41.94
			HOME DEPOT-METAL UTILITY 5	19.96
			GURUDEV-CITY TRUCK GAS	<u>75.00</u>
			TOTAL:	3,286.03
ER GRANT FD 08	GRANTS	INTERNAL REVENUE SERVICE	MEDICARE WITHHOLPING	36.25
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	80.57
			BLUE CROSS BLUE SHIELD	164.56
		KANSAS PUBLIC EMPLOYEES	KP&F	<u>370.03</u>
			TOTAL:	651.41
ER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	MEDICARE WITHHOLPING	98.33
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	221.79
			BLUE CROSS BLUE SHIELD	437.83
		KANSAS PUBLIC EMPLOYEES	KP&F	<u>1,003.72</u>
			TOTAL:	1,761.67
FFS	RURAL HOUSING DIST	SECURITY BANK OF KANSAS CITY	COPS SERIES 2006- INTEREST	81,243.75
			COPS SERIES 2006- SVC FEE	750.00
			COPS SERIES 2006- INTEREST	<u>439.29</u>
			TOTAL:	81,554.46
-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	152.86
			SOCIAL SECURITY WITHHOLDIN	151.88
			MEDICARE WITHHOLPING	52.43
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	54.42
		KANSAS PUBLIC EMPLOYEES	KPERS #1	<u>44.80</u>
			TOTAL:	456.39
N CITY	SPIN CITY	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	224.19
			MEDICARE WITHHOLPING	52.43
		LANDMARK NATIONAL BANK	FEB 2011-LOAN PAYMENT	8,717.87
			MAR 2011-LOAN PAYMENT	8,717.87
		CASH-WA DISTRIBUTING	ID#incorrectly-caused over	147.21-
			ID#incorrectly-caused over	207.88-
		SECURITY SOLUTIONS INC	LATE FEE ON INV#43854	0.33
			CM-WRONG AMOUNT TO PAY	44.33-
			SPIN CITY-JAN 2011	22.00
			ALARM CITY-915 S WASHINGTO	22.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	86.69
		CARD CENTER	Spin City - Cable	88.09
			Spin City - Internet	59.95
			PIZZA HUT- ALL NIGHT SKATE	92.00
			DILLONS- DONUTS, ICECREAM	108.80
			CASEY'S- BAGS OF ICE	34.43
			WALMART- ICE CREA, CHILI,	70.35
			WALMART- SHARPEES, TAPE, B	51.34
			WALMART-DRANO	6.98
			ITUNES- MUSIC	33.12
			STAPLES- REGISTER TAPE	65.98
			WALMART- PIZA, WHIP CREAM,	78.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WALMART - 2 BASKETBALLS	31.72
			KS DEPT AGRICULTURE-FOOD S	217.00
			KS DEPT AGRICULTURE-FOOD S	217.00
		THE STUFF SHOP	DAMAGED ITEMS/RETURNED	12.47-
			already used cm-inv cm# wr	12.47
			TOTAL:	18,599.66
INDUSTRIAL REVENUE BON BOND & INTEREST		SECURITY BANK OF KANSAS CITY	VENTRIA IRB MONTHLY-MAR 20	99,965.15
			TOTAL:	99,965.15
-DEPARTMENTAL	MILITARY AFFAIRS/O	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	485.12
			SOCIAL SECURITY WITHHOLDIN	180.42
			MEDICARE WITHHOLFING	62.29
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	189.85
		KANSAS PUBLIC EMPLOYEES	KPERS #1	133.42
			TOTAL:	1,051.10
MILITARY AFFAIRS	MILITARY AFFAIRS/O	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	266.33
			MEDICARE WITHHOLFING	62.29
		KANSAS PUBLIC EMPLOYEES	KPERS #1	258.18
			TOTAL:	586.80
-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	2,163.25
			SOCIAL SECURITY WITHHOLDIN	835.86
			MEDICARE WITHHOLFING	288.54
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	161.62
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	47.14
			BLUE CROSS BLUE SHIELD	359.63
			BLUE CROSS BLUE SHIELD	67.76
			BLUE CROSS BLUE SHIELD	78.29
			BLUE CROSS BLUE SHIELD	248.67
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	840.31
		KANSAS PUBLIC EMPLOYEES	KPERS #1	600.20
			KPERS #2	342.25
		INTRUST BANK	FIRST STATE BANK	142.78
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	36.93
			TOTAL:	6,368.08
WATER PRODUCTION	WATER & SEWER FUND	BURNS & MCDONNELL INC.	WELL 18 DESIGN & CONSTRUCT	4,975.00
		VEOLIA WATER NORTH AMERICA	WATER UTILITY	138,472.94
			TOTAL:	143,447.94
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	702.80
			MEDICARE WITHHOLFING	164.33
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	90.71
			BLUE CROSS BLUE SHIELD	52.91
			BLUE CROSS BLUE SHIELD	105.82
			BLUE CROSS BLUE SHIELD	427.84
			BLUE CROSS BLUE SHIELD	52.91
		OCCUPATIONAL HEALTH CLINIC	WILLIAMS, ROD PHYS & DRUG	130.00
		STAPLES ADVANTAGE	JOURNAL PAPER FOR CUSTOMER	58.00
		BRINKS INCORPORATED	WATER-JANUARY 2011	269.92
		KANSAS PUBLIC EMPLOYEES	KPERS #1	632.93
			KPERS #2	272.38
		INCODE	Bar Code Scanner Maint	72.60

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Bar Code Scanner Maint	72.60
			Bar Code Scanner Maint	72.60
			Bar Code Scanner Maint	72.60
			Bar Code Scanner Maint	72.60
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
			Web - Utilities Inquiry	320.00
		THE PRINTERY	WATER-WINDOW ENV. W/IMPRIN	494.50
		CARD CENTER	WUPD - Internet Connection	189.95
			PEERLESS TYRE-OIL CHANGE	24.94
			PEERLESS TYRE-OIL CHANGE	10.05
			JIMS 66 STATION-WIPER BLAD	13.54
			USPS-MAIL CAFR	5.90
		CINTAS #451	SCRAPER/BROWN MAT	41.91
			UNIFORMS-LANGDON, KENNY	9.74
			SCRAPER/BROWN MAT	25.74
			UNIFORMS-LANGDON, KENNY	<u>9.74</u>
			TOTAL:	5,125.16
ER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	531.08
			MEDICARE WITHHOLFING	124.21
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	37.79
			BLUE CROSS BLUE SHIELD	75.59
			BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	276.66
			BLUE CROSS BLUE SHIELD	75.59
		KANSAS PUBLIC EMPLOYEES	KPERS #1	528.44
			KPERS #2	169.12
		INCODE	Bar Code Scanner Maint	72.60
			Bar Code Scanner Maint	72.60
			Bar Code Scanner Maint	72.60
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
			Receipt Printer Maintenanc	163.90
		THE PRINTERY	SEWER-WINDOW ENV. W/IMPRIN	<u>494.50</u>
			TOTAL:	3,337.56
TEWATER PLANTS	WATER & SEWER FUND	THERMAL COMFORT AIR, INC	EMERG.REPLMNT-WATER HEATER	33,000.00
		VEOLIA WATER NORTH AMERICA	WASTEWATER UTILITY	<u>181,471.50</u>
			TOTAL:	214,471.50
-DEPARTMENTAL	ROLLING MEADOWS GO	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	1,023.49
			SOCIAL SECURITY WITHHOLDIN	313.85
			MEDICARE WITHHOLFING	108.35
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	55.45
			BLUE CROSS BLUE SHIELD	33.60
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	366.99
		KANSAS PUBLIC EMPLOYEES	KPERS #1	268.30
			KPERS #2	52.80
		INTRUST BANK	FIRST STATE BANK	25.84
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	<u>6.00</u>
			TOTAL:	2,254.67

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
F COURSE	ROLLING MEADOWS GO	CURT'S PEST CONTROL	CURT'S PEST CONTROL-FEB	38.50
		GCH MENTAL HEALTH CLINIC	PHY EXAM-CORDY	130.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	463.31
			MEDICARE WITHHOLFING	108.35
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	302.36
		CROWN DISTRIBUTORS, INC.	COORS PRODUCTS	95.39
		FOOTJOY	FJ ICON	144.79
			2011 STOCK SHOE ORDER	2,716.41
			COOL MN AST 12DZ WHT	235.02
			GREENJOYS	75.00
			FJ SUPERLITES	63.94
		TITLEIST	TITLEIST STOCK BALLS	670.07
			910D3 CST DRIVER	177.10
			2011 TITLEIST GLOVES	1,215.25
			CM-WRONG VENDOR-	47.84-
		SECURITY SOLUTIONS INC	SECURITY SOLUTIONS-FEB	159.19
		KANSAS PUBLIC EMPLOYEES	KPERS #1	519.17
			KPERS #2	68.11
		COUNTRY HILLS ENERGY SERVICE LLC	TAX EXEMPT ON INV#005885	40.77-
			TAX EXEMPT-INV#006104	35.87-
		NIKE USA, INC	CARGO/COLLECT PATTERN	47.84
		NCKCN.COM	NCKCN.COM	50.00
		SNACK EXPRESS	PEPSI PRODUCTS	69.20
			PEPSI PRODUCTS	250.00
			PEPSI PRODUCTS	77.04
		CALLAWAY GOLF	PT WHITE ICE	295.31
		CARD CENTER	Golf - Internet Connection	59.95
			Key Ofc - Appt Calendar	23.76
			Waters - Paint TMarkers	88.52
			Waters - SPaper Lubricant	12.57
			Waters - Adj Wrench (2)	29.98
			Waters - Wood Fill TMarker	11.98
			Home Depot - Sink Install	146.28
			Peerless - Mount Tires	26.22
			Oescheln - Flt Oil (10g)	129.98
			Wal Mart - AFreeze/Gear Oi	25.11
		TIELKE ENTERPRISE, LLC	SANDWICH ORDER	57.51
			TIELKE ENTERPRISE-RETURNS	9.96-
		VAN WALL EQUIPMENT	JD PARTS-RING,PLUG,BELT,FI	274.68
			TOTAL:	8,874.63
-DEPARTMENTAL	ECONOMIC DEVELOPME	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	222.42
			SOCIAL SECURITY WITHHOLDIN	115.88
			MEDICARE WITHHOLFING	40.00
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	55.45
			BLUE CROSS BLUE SHIELD	39.86
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	110.96
		KANSAS PUBLIC EMPLOYEES	KPERS #1	72.97
			KPERS #2	64.80
		INTRUST BANK	FIRST STATE BANK	50.00
		UNITED WAY OF JUNCTION CITY-GEAR' COUN	UNITED WAY	10.00
			TOTAL:	782.34
NOMIC DEVELOPMENT	ECONOMIC DEVELOPME	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	171.06
			MEDICARE WITHHOLFING	40.00

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
			BLUE CROSS BLUE SHIELD	151.18
		DJ CARPENTER BUILDING SYSTEMS	DJ CARP- FIX LEAK OFFICE R	1,782.85
		WASHBURN UNIVERSITY	WASHBURN SBDC 2011 DUES	6,000.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	141.20
			KPERS #2	83.59
		POSTMASTER	EDC PO BOX ANNUAL FEE	110.00
		CARD CENTER	DILLONS- COFFEE FILTER, CO	30.82
			QUIZNOS- CLIENT LUNCH	46.11
			USPS- OVERNIGHT SHIPPING	36.60
			DILLONS- BOARD BREAKFAST	10.34
			WALMART- PAPER TOWELS, SWE	27.30
			KEY OFFICE- PADS, BUIZ CAR	22.48
			ASIA HOUSE- DINNER AT RETR	27.25
		THERMAL COMFORT AIR, INC	THERMAL COMF. BLOW MOTOR &	578.20
			TOTAL:	9,410.16
RARY	LIBRARY FUND	DOROTHY BRAMLAGE LIBRARY	TAX DIST JANUARY 2011	406,028.78
			TOTAL:	406,028.78
-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	146.54
			SOCIAL SECURITY WITHHOLDIN	75.58
			MEDICARE WITHHOLFING	26.10
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	16.88
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	63.46
			BLUE CROSS BLUE SHIELD	11.96
			BLUE CROSS BLUE SHIELD	5.04
			BLUE CROSS BLUE SHIELD	43.88
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	65.38
		KANSAS PUBLIC EMPLOYEES	KPERS #1	59.35
			KPERS #2	27.37
		INTRUST BANK	FIRST STATE BANK	16.00
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	1.65
			TOTAL:	559.19
ITATION PICKUP	SANITATION FUND	VEOLIA WATER NORTH AMERICA	SANITATION	101,757.12
			2010-BUDGET RECONCILIATION	57,822.00
			TOTAL:	159,579.12
ITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	111.57
			MEDICARE WITHHOLFING	26.08
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	22.68
			BLUE CROSS BLUE SHIELD	45.36
			BLUE CROSS BLUE SHIELD	45.35
			BLUE CROSS BLUE SHIELD	22.68
		KANSAS PUBLIC EMPLOYEES	KPERS #1	114.83
			KPERS #2	35.29
			TOTAL:	423.84
-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	308.87
			MEDICARE WITHHOLFING	29.86
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	39.86
		JUNCTION CITY POLICE	JCPOA	20.00
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	112.21
		KANSAS PUBLIC EMPLOYEES	KP&F	146.94
			TOTAL:	657.74

ARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
G & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	MEDICARE WITHHOLDING	29.86
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	151.18
		KANSAS PUBLIC EMPLOYEES	KP&F	<u>305.85</u>
			TOTAL:	486.89
-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	39.94
			SOCIAL SECURITY WITHHOLDIN	22.06
			MEDICARE WITHHOLDING	7.62
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	8.40
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	15.88
		KANSAS PUBLIC EMPLOYEES	KPERS #1	21.85
		INTRUST BANK	FIRST STATE BANK	<u>12.50</u>
			TOTAL:	128.25
CIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	32.57
			MEDICARE WITHHOLDING	7.62
		JENNIFER ARNESON, DVM	FIGO-HEARTGUARD/DOG FOOD	75.19
		BLUE CROSS BLUE SHIELD OF KS	BLUE CROSS BLUE SHIELD	75.59
		CENTURY LINK	LO21502489 DTF PHONE SERVI	38.31
		KANSAS PUBLIC EMPLOYEES	KPERS #1	42.28
		CARD CENTER	BOTACH-ENFORCEMENT CARTRID	633.71
			196599ORAP-SPARK PLUGS #23	11.94
			1261J&R-SHOCK/STRUT #236	475.22
			1266J&R-H20 PMP/ALT/SER BE	431.81
			JIMCLARK-ARM ASSY WIP #236	16.25
			BATTERYJUNCTION-DTF BATTER	<u>120.43</u>
			TOTAL:	1,960.92

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===== FUND TOTALS =====
01  GENERAL FUND                394,092.28
02  GRANTS                      14,766.57
03  RURAL HOUSING DISTRICT      81,554.46
10  SPIN CITY                   19,056.05
12  BOND & INTEREST             99,965.15
14  MILITARY AFFAIRS/OLD TROO    1,637.90
15  WATER & SEWER FUND          372,750.24
17  ROLLING MEADOWS GOLF FUND    11,129.30
19  ECONOMIC DEVELOPMENT        10,192.50
20  LIBRARY FUND                406,028.78
23  SANITATION FUND             160,562.15
47  DRUG & ALCOHOL ABUSE FUND    1,144.63
50  SPECIAL LE TRUST FUND        2,089.17
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GRAND TOTAL:                    1,574,969.18
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SELECTION CRITERIA

SECTION OPTIONS

DOR SET: 01-CITY OF JUNCTION CITY, KS
DOR: All
SSIFICATION: All
K CODE: All
M DATE: 0/00/0000 THRU 99/99/9999
M AMOUNT: 9,999,999.00CR THRU 9,999,999.00
POST DATE: 0/00/0000 THRU 99/99/9999
CK DATE: 2/10/2011 THRU 2/23/2011

ROLL SELECTION

ROLL EXPENSES: NO
CK DATE: 0/00/0000 THRU 99/99/9999

NT OPTIONS

NT DATE: None
JENCE: By Department
CRPTION: Distribution
ACCTS: NO
ORT TITLE: APPROPRIATIONS-FEB 10 -FEB 23 2011
NATURE LINES: 0

KET OPTIONS

LUDE REFUNDS: YES
LUDE OPEN ITEM:NO

3b

CITY COMMISSION MINUTES

February 15, 2011

7:00p.m.

The regular meeting of the Junction City City Commission was held on Tuesday, February 15, 2011 with Mayor Mike Rhodes presiding.

The following members of the Commission were present: Terry Heldstab, Scott Johnson, Mike Rhodes, Ken Talley, and Jack Taylor. Staff present was: City Manager Gerry Vernon, City Attorney Catherine Logan, and City Clerk Tyler Ficken.

PUBLIC COMMENT

Rick Dykstra and Connie Hall of the Convention and Visitor's Bureau provided the Commission with the 2011 Visitor's Guide.

Jonice Pitts stated that she is requesting a waiver for use of the 12th Street Community Center and Heritage Park for Black History Month events and Juneteenth.

Kathy Rankin requested that the Commission provide a letter of support for her grant submission for an Our Town Grant. Commissioner Taylor moved, seconded by Commissioner Heldstab to allow the Mayor to sign a letter of support for the Our Town Grant. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

CONSENT AGENDA

The consideration and approval of **Appropriation Ordinance A-4-2011** dated January 27, 2011 through February 9, 2011 in the amount of \$678,953.34. Commissioner Taylor moved, seconded by Commissioner Johnson to approve the Consent Agenda as amended. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

Approval of the **February 1, 2011** City Commission Meeting Minutes. City Clerk Ficken stated that the minutes were amended to correct the time that the City Commission reconvened from executive session from 8:15PM to 8:05PM. Commissioner Taylor moved, seconded by Commissioner Johnson to approve the Consent Agenda as amended. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

Consideration and approval of a letter to Geary Community Hospital supporting Dr. Adjetey's request for a J-1 waiver. Commissioner Taylor moved, seconded by Commissioner Johnson to approve the Consent Agenda as amended. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

Consideration and approval for the Mayor to sign audit information form for the Kansas Department of Commerce. Commissioner Taylor moved, seconded by Commissioner Johnson to approve the Consent Agenda as amended. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

Consideration and approval to authorize payment to the State Treasurers' Office in the amount of \$3,401,194.09 for payment of bonds. Commissioner Taylor moved, seconded by Commissioner Johnson to approve the Consent Agenda as amended. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

NEW BUSINESS

Mayor Rhodes stated that the Commission will address item 8f first under New Business.

The consideration and approval of storm water billing for undeveloped properties. (Finance Director Beatty Presenting) Finance Director Beatty stated that the stormwater bill provided to the Commission is ready to be billed by the City in accordance with City code. She stated that fees for undeveloped lots have not been billed since April of 2009; the City spent time to create a way to bill the undeveloped lots. Commissioner Johnson stated his opinion on this stormwater issue: Christina Cook was the City Engineer and it is being found out that a good job of engineering was not done. Commissioner Johnson stated that people were told that if something was not done the City would not be allowed to run stormwater into the river. Commissioner Johnson stated that in conversation with Leon Osbourn, the City may be required to do something about the stormwater if the population grows past 25,000 people, but may not include a plant, but simply some buffer wetland. Commissioner Johnson stated that the current fees are too high, and undeveloped property should be a lot less. Commissioner Johnson stated that the people with the largest bills will not pay the fees and they have not been paying their taxes. Commissioner Johnson stated that he is not ready to charge these bills going back three years although he would like to on Bid D and Fritzell; he stated that he would like to get every penny they have or ever will have. Finance Director Beatty stated that the ordinance that was passed was in response to the Clean Water Act and to create a revenue source to pay for a plant or wetland areas; funds were also to be used to improve storm water infrastructure issues within the City. Finance Director Beatty stated that some of these funds are currently being used to pay down debt. Finance Director Beatty stated that a Stormwater Management Plan needs to be developed for future planning, as to determine how revenue will be used. Finance Director Beatty stated that the issue facing the Commission now is the bills for undeveloped property. Commissioner Johnson stated that the undeveloped lots are not contributing to the problem that the Clean Water Act is trying to fix; the government is just trying to tax everything they can. Commissioner Johnson stated that the Clean Water Act issue needs to be separated from the stormwater infrastructure repair issue. Finance Director Beatty stated that there is an appeal process for properties that have on site solutions for addressing stormwater runoff. Commissioner Johnson asked if City parks are required to pay. Finance Director Beatty stated that the City does not tax itself. Commissioner Johnson asked if school properties are required to pay. Finance director Beatty stated that school properties are charged the same as commercial properties. Commissioner Johnson stated that it does not make sense to charge for these patches of grass. Finance Director Beatty stated that schools have large parking lots. Mayor Rhodes stated that the issue at hand is the bills for undeveloped properties, and the discussion needs to be on that issue. Commissioner Johnson stated that this has been flawed from the start; Commissioner Johnson stated

that Christina Cook provided total misinformation about what this thing was about. Mayor Rhodes asked what proof there is of that. Commissioner Johnson stated that he has proof that just about everything she designed is screwed up in the town; roads have had to be fixed two or three times, and she had to ask Leon Osbourn for answers at Commission meetings. Commissioner Johnson stated that he is right on this and Mayor Rhodes is wrong, and he is against sending out the bills. Commissioner Johnson stated that for every question from the Commission she had to turn around and ask Leon, and it happened for two years. Commissioner Taylor stated that this issue was presented to the Commission as urgent, and a \$5.00 fee was needed. Mayor Rhodes stated that the Commission was provided with a recommendation on this issue. Commissioner Taylor stated that the Commission was not presented with the alternatives that are now being discussed. Finance Director Beatty stated that most small communities charge two or three dollars, but four or five dollars is more common in larger Cities because of larger infrastructure requirements. Commissioner Taylor asked if not sending the bills would harm the budget. Finance Director Beatty stated that the City has budgeted for funds that are currently being taken in; the City adopted a policy and it is ready for implementation. City Manager Vernon stated that the Commission has options such as charging only for 2010 or 2011 moving forward. Commissioner Heldstab stated that the longer this is put off, the greater the hardship for people will be with a larger bill. Commissioner Johnson asked what would happen to the people who do not pay. Finance Director Beatty stated that the City would put a lien on the property; Finance Director Beatty stated that she plans to use the service of collection agencies and small claims court as well. Commissioner Johnson stated that one of the problem areas he saw from last summer was with the CoreFirst Bank owned property; he stated that CoreFirst is now putting in doublewides which will screw things up. City Manager Vernon stated that the simplest billing period would be for the year of 2010 which would be a 12 month period. Commissioner Heldstab asked if a payment plan would be available to people. Finance Director Beatty stated that the payment plans are available. Commissioner Taylor moved, seconded by Commissioner Heldstab to proceed with billing for 2010 while allowing for payment plans. Ayes: Heldstab, Rhodes, Taylor. Nays: Johnson, Talley. Motion carried.

The consideration and approval to remove the structure at 305 N Madison from condemnation. **(Mark Karmann Presenting)** Inspector Karmann stated that warm weather is needed to finish the house and can be finished in a weekend. Inspector Karmann stated that the Commission needs to either remove the home from the condemnation list, or the home will be condemned. Commissioner Taylor moved, seconded by Commissioner Johnson to remove the structure at 305 N. Madison from the condemnation list. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration and approval of a fee waiver for a Family Fun Day on February 26th at 12th Street Community Center and the Juneteenth Celebration on June 10th and 11th at Heritage Park. Recreation Director Haslouer stated that the City has provided the facility for use without a fee in the past; the waiver would result in \$265.00 in reduced revenue. Jonice Pitts stated that the fees should be waived because the facility is going to be open anyway. She stated that at the event people will learn about black history that is not well known. Commissioner Johnson stated that the city needs to keep the

fees and keep things fair for the community. Commissioner Heldstab stated that this is a good event, but waiving the fee would result in a slippery slope were the community will not expect to pay fees for exclusive facility use. Commissioner Johnson stated that the commission needs to not play favorites by waiving fees. Commissioner Taylor moved, seconded by Commissioner Johnson, to deny the requested waiver of fees.

The consideration and approval of G-1095 making it illegal to falsely impersonate a law enforcement officer. **(Chief Brown resenting)** Commissioner Taylor asked what kind of misdemeanor charge this would be. Chief Brown stated that it would be a class B misdemeanor. Commissioner Talley moved, seconded by Commissioner Heldstab to approve G-1095 on first reading. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration and approval to accept the award of a FEMA grant to update radio communication equipment for the Junction City Fire Department. **(Chief Steinfert Presenting)** Chief Steinfert stated that the Fire Department received a grant award on February 4th to replace radio equipment. Commissioner Johnson asked if the current equipment still works. Chief Steinfert stated that the equipment works, but is 30 years old; there is also a FCC requirement to change radio frequencies by 2013 and the grant helps to pay for the change. Commissioner Talley asked how long it would be before the new equipment would be in use. Chief Steinfert said it would take more than six months. Commissioner Johnson stated that people need to call their representatives to let them know that the change is expensive and unnecessary. Commissioner Heldstab moved, seconded by Commissioner Talley to accept the FEMA grant to update radio communication equipment for the Junction City Fire Department. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration and approval of R-2635 to endorse the Junction City/Geary County consolidation effort and authorize the Mayor to establish a transitional consolidated chamber executive board. **(City Manager Vernon Presenting)** County Commissioner Ben Bennett stated that the consolidation effort is now at a point where there cannot be work going forward without the assistance of legal assistance; R-2635 would begin the process of creating legal documents for the boards involved. Commissioner Taylor asked if the transition board members are voting members. County Commissioner Bennett stated they it is a voting board in an advisory capacity. Commissioner Talley moved, seconded by Commissioner Johnson to approve R-2635. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration of a request from Beth Mathis and/or Jodie Wilkey, agents, on behalf of Steven and Norma Stanislow, owners, for rezoning of the south 55.58 feet of Lots 1 and 2, Block 36 of the Original Townsite of Junction City, located at 518 North Madison Street, from "CSP" Special Commercial to "RM" Multiple Family Residential District to allow the continued use of the property for single-family residential purposes. **(David Yearout Presenting)** Commissioner Taylor asked if a public hearing was held on this item. David Yearout stated that a public hearing was indeed held. Commissioner Heldstab moved, seconded by Commissioner Taylor to approve S-3090 on first reading. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration of request from Kaw Valley Engineering, agent, on behalf of Edward W. Phillips, owners, for rezoning of Lot 1, Block 14 of the Original Townsite of Junction City, located at 239 West 9th Street, from "RM" Multiple Family Residential District to "PDD" Planned Development District for residential purposes to allow the property to be replatted into smaller lots for the continued use of the property for residential purposes. **(David Yearout Presenting)** Commissioner Heldstab moved, seconded by Commissioner Johnson to approve S-3091 on first reading. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration of the request from Mike Douchant, Dolan Realty Advisors, agent, for Verizon Wireless, lessee, on behalf of Highland Cemetery, owner, for a Special Use Permit to install a communications tower in the southeast corner of Highland Cemetery, with an address of 703 West Ash Street, Junction City, Kansas. **(David Yearout Presenting)** Commissioner Johnson asked how much the Cemetery Association would be paid for locating the tower on their property. David Yearout stated that he does not know the amount. David Yearout stated that the tower is not tall enough to require a light, and has been approved by the military. David Yearout stated that a valid protest petition has been filed with the City Clerk's office. A Verizon wireless representative stated that the plans have been changed to include a, 8ft wooden fence. Commissioner Taylor asked if other towers in town would be removed as a result of this tower. The Verizon Wireless representative stated that no other towers would be removed with this addition. The Verizon Wireless representative stated that the agreement would pay the Cemetery Association \$6,000.00 per year for the tower. Commissioner Johnson stated that he thought the amount was low. Commissioner Talley moved, seconded by Commissioner Taylor to send the item back to the MPC with the new information for reconsideration. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

The consideration of approval of the Final Plat of the Madison Street Addition, a replat of the Janke Addition and a portion of the Rexrode Addition to Junction City, Kansas; located on South Madison Street in Junction City, Kansas. **(David Yearout Presenting)** Commissioner Johnson moved, seconded by Commissioner Taylor to approve the Final Plat of the Madison Street Addition, a replat of the Janke Addition and a portion of the Rexrode Addition to Junction City, Kansas; located on South Madison Street in Junction City, Kansas. Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Commissioner Johnson stated that people need to call state representatives Fawcett and Swanson to urge them to support HB 2189 that would allow the City to post notifications on the City website instead of in the newspaper at a cost.

Commissioner Taylor stated that he received a complaint on the cleanliness of the Animal Shelter. Commissioner Taylor stated that Davis and Schoenrock would like to present a project that was presented to the Commission in executive session to the

community. City Manager Vernon stated that he is in favor of the community learning about the project.

Commissioner Heldstab stated that Briana Walker did a great job with the lake jump event that raised money for the Animal Shelter. He thanked those who donated to the effort and Commissioner Johnson for taking the plunge.

STAFF COMMENTS

City Manager Vernon stated that a summary of the CapGemini project will be posted to the website to answer questions that were posited at the meeting.

ADJOURNMENT

Commissioner Talley moved, seconded by Commissioner Heldstab to adjourn at 8:59 PM Ayes: Heldstab, Johnson, Rhodes, Talley, Taylor. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 1st DAY OF MARCH 2011 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR FEBRUARY 15, 2011.

Tyler Ficken, City Clerk

Mike Rhodes, Mayor


30

City of Junction City

City Commission

Agenda Memo

February 26, 2011

From: Tricia Gowen, Public Services Director 
To: Mayor and Commissioners
Subject: February 2011 Payroll

Objective: The consideration and approval of Payroll #3 and #4 for the month of February 2011.

Explanation of Issue: The payrolls for February 2011 were calculated as follows:

Payroll #3	\$203,166.00	February 11, 2011
Payroll #4	\$204,587.22	February 25, 2011

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission February:

Approve, disapprove or table the February 2011 Payroll request.

Recommendation: City Staff recommends that the City Commission approve the February 2011 Payroll.

Enclosures:

1. Payroll Check Register February 11, 2011 (Payroll #3)
2. Payroll Check Register February 25, 2011 (Payroll #4)

*** REGISTER TOTALS ***

DIRECT DEPOSIT	REGULAR CHECKS:	188	203,166.00
DIRECT DEPOSIT	REGULAR CHECKS:		
DIRECT DEPOSIT	MANUAL CHECKS:		
DIRECT DEPOSIT	MANUAL CHECKS:		
DIRECT DEPOSIT	VOIDED CHECKS:		
	NON CHECKS:		
	TOTAL CHECKS:	188	203,166.00

*** NO ERRORS FOUND ***

** END OF REPORT **

*** REGISTER TOTALS ***

DIRECT DEPOSIT	REGULAR CHECKS:		
DIRECT DEPOSIT	REGULAR CHECKS:	202	204,587.22
DIRECT DEPOSIT	MANUAL CHECKS:		
DIRECT DEPOSIT	PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT	MANUAL CHECKS:		
DIRECT DEPOSIT	VOIDED CHECKS:		
DIRECT DEPOSIT	NON CHECKS:		
	TOTAL CHECKS:	202	204,587.22

*** NO ERRORS FOUND ***
** END OF REPORT **

4a

City of Junction City

City Commission

Agenda Memo

2-21-2011

From: Tyler Ficken, City Clerk
To: **City Commissioners**
Subject: **Reappointment of Mr. Lentz to JCHA**

Objective: Consider the reappointment of Mr. Lentz to the Junction City Housing Authority Board

Explanation of Issue: Mr. Lentz's current term on the JCHA Board expires on April 30, 2011. The new appointment would run May 1, 2011 to April 30, 2015.

Budget Impact: None

Alternatives:

1. Approve the appointment of Mr. Lentz to the JCHA Board
2. Disapprove the appointment of Mr. Lentz to the JCHA Board
3. Table the request.

Suggested Motion: move to approve the appointment of Mike Lentz to the Junction City Housing Authority Board for a term of four years ending April 30, 2015.

Enclosures: Letter from Scott Grubbs JCHA Director, Letter from Mr. Lentz



Junction City Housing Authority

1202 Country Club Lane • Junction City, Kansas 66441
Telephone: 785-238-5882 • Fax: 785-238-1217

City Manager's Office
700 N Jefferson
Junction City, KS 66441

February 18th 2011

Dear Junction City Board of Commissioners,

Find attached a letter of intent from Mr. Mike Lentz to be reappointed to the Junction City Housing Authority Board of Commissions. His current appointment expires April 30th 2011; The new appointment would run May 1st 2011 through April 30th 2015. Please consider placing this appointment on your March agenda. If you require further information contact my office at 238-5882 #104.

Thank you for your attention to this matter,

Scott Grubbs PHM
Executive Director



February 9, 2011

City of Junction City Commissioners,

I, Mike Lentz, am currently serving on the board of directors for the Junction City Public Housing Authority and my commission is set to expire in April of 2011. I would sincerely appreciate the Commissioners consideration to my re-election to the board of directors for another term.

I currently work at Central National Bank where I am a financial services officer and I have been with the bank for 35 years. I am also a past president of the Junction City Sertoma Club.

I fully enjoy my time on the board and feel that many issues have been brought before us and have been resolved in a timely and professional manner, benefiting not only the Public Housing Authority, but also the entire community in general.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael T. Lentz".

Michael T. Lentz

5a

City of Junction City

City Commission

Agenda Memo

March 1, 2011

From: Gerry Vernon, City Manager
To: City Commission
Subject: Columbia Capital Presentation

Objective: Presentation by Jeff White and Kelsi Powell, Columbia Capital Management concerning the advantages of utilizing a finance advisor in conjunction with bond counsel while developing a plan to address the City's future financial needs.

Explanation of Issue: City staff continues to develop a long-term finance plan to addresses all aspects of city finances including the funding of future programs, services, and projects while managing existing debt.

The major financial components required to develop a solid plan include economic analysis, revenue forecasting, risk management, accounting practices, financial strategies, cash and liquidity administration and debt management. All of these components have an effect on the city's bottom line and ultimately its credit rating.

This plan will most likely include refinancing of four to five million dollars for each of the years of 2011 and 2012. The packaging of this refinancing will be critical to retain favorable credit ratings and the lowest possible interest rate. Assistance from a financial advisor in conjunction with bond counsel can only strengthen our presentation for the immediate refinancing but most importantly strengthen and build a plan to address the city's financial needs through 2030.

Budget Impact: Staff plans to negotiate costs with Columbia Capital for immediate assistance with the plan in an amount less than \$10,000.00. Continued and future use of the finance advising team will be evaluated on an as needed basis.

Recommendation: Presentation only, no recommendation required.

7a

City of Junction City

City Commission

Agenda Memo

February 8, 2011

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: Ordinance Revision – G-1095 Falsely Impersonating a Law Enforcement Officer

Objective: To give Police the authority to charge someone with falsely impersonating a law enforcement officer.

Explanation of Issue: Currently city Municipal Code does not allow Police to charge a suspect with falsely impersonating a law enforcement officer. The Junction City Police recently had a case where a subject impersonated a Wichita Police Officer. They were unable to charge the subject under City Ordinance. The revision of this ordinance would make the offense of falsely impersonating a law enforcement officer chargeable through Junction City Municipal Court as a Class B misdemeanor.

Budget Impact: This revision has no budget impact.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve Ordinance Revision
2. Disapprove Ordinance Revision
3. Modify the Ordinance Revision
4. Table the request.

Suggested Motion:

Commissioner _____ moved that the revision of Ordinance G-1095 be approved on first reading.

Commissioner _____ seconded the motion.

Recommendation: I am recommending the approval of the revision to ordinance G-1095

Enclosures: Proposed revision of G-1095

ORDINANCE NO. G-1095

AN ORDINANCE TITLED FALSELY IMPERSONATING A LAW ENFORCEMENT OFFICER TO ARTICLE VII: OFFENSES AFFECTING GOVERNMENTAL FUNCTIONS.

WHEREAS, to maintain the integrity of law enforcement.

WHEREAS, to clearly identify law enforcement.

WHEREAS, Junction City Police recently identified a subject attempting to impersonate an officer.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

A new section 220.676 entitled Falsely Impersonating a Law Enforcement Officer is added to Title VII, of the Code of Ordinances of the City of Junction City, Kansas to read as follows:

Section 220.676: Falsely Impersonating a Law Enforcement Officer

- A. Falsely impersonating a law enforcement officer is representing oneself to be a law enforcement officer of any state or city in the United States with knowledge that such representation is false.
- B. Falsely impersonating a law enforcement officer is a class B misdemeanor.

PASSED AND ADOPTED THIS FEBRUARY 15, 2011.

Mike Rhodes, Mayor

ATTEST:

Tyler Ficken
City Clerk

7b

City of Junction City

City Commission

Agenda Memo

February 8, 2011

From: David L. Yearout, AICP, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-01-01-11 – Rezoning of property at 518 North Madison Street from “CSP” Special Commercial to “RM” Multiple Family Residential – Steven and Norma Stanislow (S-3090)

Issue: Consideration of request of Beth Mathis and/or Jodie Wilkey, agents, on behalf of Steven and Norma Stanislow, owners, for rezoning of the south 55.58 feet of Lots 1 and 2, Block 36 of the Original Townsite of Junction City, located at 518 North Madison Street, from “CSP” Special Commercial to “RM” Multiple Family Residential District to allow the continued use of the property for single-family residential purposes.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on January 20, 2011, to consider the petition of Beth Mathis and/or Jodie Wilkey, agents, on behalf of Steven and Norma Stanislow, owners, for rezoning of the south 55.58 feet of Lots 1 and 2, Block 36 of the Original Townsite of Junction City, located at 518 North Madison Street, from “CSP” Special Commercial to “RM” Multiple Family Residential District to allow the continued use of the property for single-family residential purposes. The purpose of the rezoning is to remove the nonconforming status of the existing single family residence in order to complete the sale of the property. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3090, an ordinance rezoning property at described as the south 55.58 feet of Lots 1 and 2, Block 36 of the Original Townsite of Junction City, located at 518 North Madison Street, from “CSP” Special Commercial to “RM” Multiple Family Residential District to allow the continued use of the property for single-family residential purposes, be approved on first reading.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of January 20, 2011
Staff Report
Ordinance S-3090

ORDINANCE NO. S-3090

AN ORDINANCE RELATING TO PROPERTY DESCRIBED AS THE SOUTH 55.58 FEET OF LOTS 1 AND 2, BLOCK 36, JUNCTION CITY ORIGINAL TOWNSITE, JUNCTION CITY, KANSAS, REZONING SAID PROPERTY FROM SPECIAL COMMERCIAL DISTRICT (CSP) TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the owner, Steven and Norma Stanislow, to rezone certain property within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on January 20, 2011, and, by a majority vote of members present, recommended the property in question be rezoned;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the property located at 518 North Madison Street within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

THE SOUTH 55.58 FEET OF LOTS 1 AND 2, BLOCK 36, JUNCTION CITY ORIGINAL TOWNSITE, JUNCTION CITY, KANSAS.

be, and the same is, hereby ordered rezoned from its present classification of Special Commercial District (CSP) to Multiple Family Residential District (RM) as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Multiple Family Residential (RM).

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

MICHAEL RHODES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

City of Junction City

City Commission

Agenda Memo

February 23, 2011

From: David L. Yearout, AICP, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-01-03-11 – Rezoning of property at 239 West 9th Street from “RM” Multiple Family Residential to “PDD” Planned Development District for Residential Purposes— Edward W. Phillips (S-3091)

Issue: Consideration of request of Kaw Valley Engineering, agent, on behalf of Edward W. Phillips, owners, for rezoning of Lot 1, Block 14 of the Original Townsite of Junction City, located at 239 West 9th Street, from “RM” Multiple Family Residential District to “PDD” Planned Development District for residential purposes to allow the property to be replatted into smaller lots for the continued use of the property for residential purposes.

Explanation of Issue: The Metropolitan Planning Commission held a public hearing on January 20, 2011, to consider the petition of Kaw Valley Engineering, agent, on behalf of Edward W. Phillips, owners, for rezoning of Lot 1, Block 14 of the Original Townsite of Junction City, located at 239 West 9th Street, from “RM” Multiple Family Residential District to “PDD” Planned Development District for residential purposes. The purpose of the rezoning is to allow the property to be replatted into smaller lots to accommodate the two existing residential structures on separate lots. By unanimous vote, the MPC has recommended the rezoning be granted.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and not rezone the property.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3091, an ordinance rezoning property at described as Lot 1, Block 14 of the Original Townsite of Junction City, located at 239 West 9th Street, from “RM” Multiple Family Residential District to “PDD” Planned Development District for residential purposes to allow the property to be replatted into smaller lots to accommodate the continued use of the property for residential purposes, be approved.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of January 20, 2011
Staff Report
Ordinance S-3091



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

January 14, 2011

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, Director of Planning and Zoning

SUBJECT: Z-01-03-11 – Request of Kaw Valley Engineering, agent for Edward Phillips, owner, to rezone property at 239 W. 9th, from “RM” Multiple Family Residential District to “PDD” Planned Development District.

This is the request of Kaw Valley Engineering, agent for Edward Phillips, owner, to rezone property at 239 W. 9th, from “RM” Multiple Family Residential District to “PDD” Planned Development District. This is the property at the southeast corner of 9th Street and Adams Street and contains two residential structures on a single lot. It appears this has been under single ownership for many years, but the current owner, Mr. Phillips, desires to sell the property and it must be divided in order for that to occur.

According to information from the County Appraiser’s Office, the house at 239 West 9th Street was constructed in approximately 1912. The house at 815 North Adams Street was built in approximately 1915. Obviously, the uses of these two residential structures have evolved over time. The current records list the property at 239 West 9th Street as a converted single-family home into two living units. At the same time, there are two addresses that have been used for the structure at 815 North Adams Street. The Development Plan for this property is showing these to be single-family residences, which will need to be clarified before the project moves forward.

According to the copy of the 1936 Zoning District Map, the property was zoned “C” Apartment District. It is shown that way on the 1975 Zoning maps and the current zoning maps as “RM” Multiple Family Residential. This results in the home being a nonconforming use, which is making the sale of the property not possible.

The conditions on this property do not allow a more normal “lot split” because these two residential structures are on a single lot that is the standard 46’ by 140’ as established by the original plat of the City. This size of lot only has 6,440 square feet of area to begin with, which does not allow two lots meeting the 5,000 square foot minimum lot size for a single family residence in the “RM” Multiple Family Residential zone. The rezone to the “PDD” Planned Development District is the only mechanism in the Zoning Regulations that allows the two lots to be established and not create a nonconforming situation.

As has been the case in a number of recent situations concerning redevelopment of lots in the built sections of the City, staff believes the spirit and intent of the "PDD" zoning is to accommodate these properties so they can continue to be used without unduly burdening the landowners with standards and requirements that may harm the value and investment in the property. In this instance, staff believes this will allow the existing conditions to remain and future owners the flexibility to continue the residential uses and justify investment into these structures. Failure to take these steps could result in disinvestment and, ultimately, a loss of these structures and the housing units they provide. Whether subsequent redevelopment would be possible or beneficial is speculative at this point in time.

The Zoning Regulations make certain requirements of an applicant for a Planned Development District. As has been the case in the past few requests for redevelopment in this zoning category, it is staff's intention to "combine" several steps in the process for a Planned Development District by considering this a "preliminary" and a "final" development plan for this project. According to information provided by the applicant, there are no modifications being planned for either structure. And as can be seen from the plans submitted, as well as the proposed final plat covering the replat of this area, the intention is to simply acknowledge the reasonable division of the land into two lots and provide the necessary relief of setbacks to recognize the existing conditions.

Saying that, there are still standards and submittal requirements outlined within the Zoning Regulations that must be met and staff desires to see those standards addressed in the documentation provided for this project. In particular, the standards and submittal requirements are identified in Section 435.030 and Section 435.040 of the Zoning Regulations. Those standards and the staff comments to each are as follows.

DESIGN STANDARDS FOR PLANNED DEVELOPMENT DISTRICTS

SECTION 435.030: STANDARDS AND CRITERIA FOR PLANNED DEVELOPMENTS

A. *Standards For All Planned Developments.* A development plan shall not be inconsistent with the following general standards for use of land, and the use, type, bulk, design and location of buildings, the density or intensity of use, the common open space, the public facilities and the development by geographic division of the site:

1. The planned development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.

Since no changes to the structures are anticipated, this standard is either already met or not relevant.

2. The planned development will not substantially injure or damage the use, value and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan.

All of the surrounding properties are already developed and, since no changes are proposed, there should be no negative impacts.

3. The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development. Traffic control signals will be provided without expense to the City when the City Governing Body determines that such signals are required to prevent traffic hazards or congestion in adjacent streets.

The existing streets adequately handle existing traffic loads; therefore, no changes are necessary.

4. The development will not impose an undue burden on public services and facilities, such as fire and police protection.

This proposal will impose no burden on these public services.

5. The entire tract or parcel of land to be occupied by the planned development shall be held in a single ownership, or if there are two (2) or more owners, the application for such planned development shall be filed jointly by all such owners.

The intention is to create two lots, but the ownership at the time of application is by one person. The two lots may be owned separately in the future, but subsequent recordings will acknowledge the conditions and requirements of this action.

6. The development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the planned development and are not inconsistent with the best interests of the area. Such covenants, easements and other provisions, if part of the development plan as finally approved, may be modified, removed or released only with the consent of the City Governing Body after a public hearing before, and recommendations by, the Planning Commission as provided in Section 435.040 B(1) of this Chapter. All such covenants shall specifically provide for enforcement by the City in addition to the landowners within the development.

There have been no restrictive covenants submitted with this application to date. The restrictive covenants required should show the individual responsibilities of the two lot owners. There is no common space being created.

7. The Planning Commission may designate divisible geographic sections of the entire parcel to be developed as a unit, and shall, in such case, specify reasonable periods within which development of each such unit must be commenced. In the case of residential planned developments and general planned developments which contain residential buildings, the Planning Commission may permit in each unit deviations from the number of units per acre established for the entire planned development, provided such deviation shall be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not affected. The period of time established for the completion of the entire development and the commencement date for each section thereof may be modified from time to time by the Planning Commission upon the showing of good cause by the Developer, provided that in no case shall any extension of time exceed twelve (12) months. The developer shall provide and record easements, covenants, shall make such other arrangements, and shall furnish such performance bond, escrow deposit, or other financial guarantees as may be determined by the Planning Commission to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.

Since this is a rezoning of existing property with no changes to the existing structures, staff does not believe this step is relevant.

8. The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned development not used for structures, parking and loading areas, or access ways, shall be landscaped or otherwise improved.

The Development Plan indicates that no physical changes will occur. Staff recommends the Development Plan, or the restrictive covenants address the restrictions on the uses and that no common space is being established. The required utility easement to provide utility service to the home at 239 West 9th Street from the alley is shown on the plat.

9. When business or manufacturing structures or uses in a planned development district abut a residential district or residential buildings in the same development, screening shall be provided. In no event shall a business or manufacturing structure in a planned development district be located nearer than one hundred (100) feet to a residential building.

This is strictly a residential use, so nothing more need be addressed other than to note whether these will be single-family homes or whether they will be used for some limited multiple-family use, which is apparently the case.

10. Notwithstanding any of the other provisions of this Chapter, when a shopping center is developed as a planned development district, such shopping center shall have five (5) off-street parking spaces for each one thousand (1,000) square feet of floor area in the structures located in the planned shopping center development. Such off-street parking facilities shall comply with the provisions of Chapter 420 of this Title.

N/A

11. The specifications for the width and surfacing of streets and highways, alleys, ways for public utilities, for curbs, gutters, sidewalks, street lights, public parks and playgrounds, school grounds, storm water drainage, water supply and distribution, sanitary sewers and sewage collection and treatment established in (Subdivision Regulations) Chapter 455 of the City as amended from time to time, may, within the limits hereinafter specified, be waived or modified by the Planning Commission where the Commission finds that such specifications are not required in the interests of the residents or occupants of the planned development and that the waiver or modification of such specifications would not be inconsistent with the interest of the entire City Planning Area. The City should set out:

- a. Any customary public service specifications and platting design controls which it will not modify or waive under any circumstances; and

The only modification that will be addressed within the Development Plan will be changes to the setback requirements as a result of the division of land creating the two lots. Staff is taking the position the ultimate approval of the Development Plan will authorize those modifications as shown on the final plat.

- b. In cases where it is willing to modify any specifications, the limits of such modifications. An example of the former might relate to sewer and water standards. Examples of the latter might be a total waiver of a requirement for sidewalks or a specified reduction in street widths.

The minutes need to reflect the limits of the modifications of the setbacks being established, based on the documentation provided by Kaw Valley Engineering.

12. Any modifications of the zoning or other regulations that would otherwise be applicable to the site are warranted by the design to the development plan, and the amenities incorporated in it, and are not inconsistent with the interest of the public generally.

The only modification will be the restriction of uses. This is proposed for single-family use and needs to be changed as previously noted.

B. *Standards for Residential Planned Developments and General Planned Developments Containing Residential Buildings.*

1. Any development plan that does not propose to increase the number of dwelling units per acre that would otherwise be permitted on the property under the zoning regulations otherwise applicable thereto shall be prima facie qualified for preliminary approval insofar as residential density is concerned. A development plan may provide for a greater number of dwelling units per acre than would be permitted by the zoning regulations otherwise applicable to the site, but if the number of dwelling units per acre exceeds by more than ten percent (10%) that permitted by the zoning regulations otherwise applicable to the site, the developer has the burden to show that such excess will not have an undue and adverse impact on existing public facilities and on the reasonable enjoyment of neighboring property. The Planning Commission in determining the reasonableness of a proposed increase in the number of dwelling units per acre, shall recognize that increased density may be compensated for by additional private amenities and by increased efficiency in public services to be achieved by:
 - a. The amount, location and proposed use of common open space, and
 - b. The location, design and type of dwelling units.

The Planning Commission shall, in its determination, also consider that the physical characteristics of the site may make increased densities appropriate in the particular location.

The Development Plan shows two dwelling units on smaller lots than normally allowed, which is permitted through the Planned Development District. As previously noted, the Development Plan needs to acknowledge the use of these structures as either single-family (as presently shown) or multiple-family residential, which appears to be how these structures are or have been used.

2. When common open space is provided in a development plan, the amount and location of such common open space shall be consistent with the declared function of the common open space as set forth in the application for a planned development district. The development plan shall include such provision for the ownership and maintenance of the common open space as are reasonably necessary to ensure its continuity, care, conservation and maintenance, and to ensure that remedial measures will be available to the City if the common open space is permitted to deteriorate or is not maintained in a condition consistent with the best interest of the planned development or of the entire City Planning Area.

As noted earlier, there is no common open space proposed; therefore nothing further must be done.

3. When a planned development includes common open space, such common open space shall never be used for the construction of any structure nor shall such open space ever be computed as a part of the required minimum lot area, or any required yard, of any other structure. Adequate safeguards, including recorded covenants, shall be provided to prevent the subsequent development of, and the future construction of structures on, such open space.

N/A

4. The total ground area occupied by buildings and structures shall not exceed thirty-five percent (35%) of the total ground area of the planned development unless previous development in the neighborhood has a greater lot coverage, in which case the development plan may increase the lot coverage of buildings and structures to correspond with the bulk of the other structures in the neighborhood.

The Development Plan needs to be modified to reflect the actual ground area covered by each structure based on the lot sizes being established. The plan is to divide the lot into roughly a north 75-foot lot and a south 65-foot lot. These will result in lot sizes of difference sizes and, because the structures are of different sizes, the Development Plan should reflect the current coverage and clarify that is the limit of the coverage allowed.

5. Non-residential uses of a religious, educational or recreational nature shall be designed or intended primarily for the use of the residents of the planned development.

N/A

6. Non-residential uses of a business character shall be designed or intended to serve principally the residents of the planned development. No structure designed or intended to be used, in part or in whole, for business purposes shall be constructed prior to the construction of not less than thirty percent (30%) of the dwelling units proposed in the development plan.

N/A

7. Planned developments shall have yard setbacks which reflect the following considerations:
 - a. The character and intensity of adjacent development.
 - b. The size of yard setbacks provided by adjacent development.
 - c. The height and character of proposed structures within the planned development and the nature and intensity of their proposed use.

- d. The desired character and density of the surrounding neighborhood.

The Development Plan notes the proposed setbacks that exist and is intended to remove the nonconformity as a result of this approval. As stated previously, the overall Development Plan notes should clarify that no expansion of the existing structures is permitted, but we are accepting the existing setbacks.

SECTION 435.040: PROCEDURE FOR SECURING APPROVAL OF A PLANNED DEVELOPMENT AND THE ESTABLISHMENT OF A PLANNED DEVELOPMENT DISTRICT

A. *Preliminary Development Plan.*

1. A developer seeking the establishment of a planned development district shall prepare and submit to the Planning Commission a preliminary development plan for such planned development district.

The submitted Development Plan serves as both the preliminary development plan and the final development plan. The final document will be prepared based on any modifications made during this approval process.

2. The preliminary development plan shall contain the following documents and information:
- a. A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features.

Done.

- b. A site plan showing the location and arrangement of all existing and proposed structures, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress, including access streets where required, the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites, and recreational facilities.

Done.

- c. A preliminary plat of subdivision for which concurrent approval has been applied for pursuant to the applicable ordinance rules and regulations relating to subdivision approval. (See Chapter 455).

This is going directly to a final plat for the replat of the property.

- d. A statement of the anticipated residential density (when applicable), the proposed total gross floor area, and the percentage of the development which is to be occupied by structures.

This is not necessary given the nature of the project, provided the Development Plan notations are clarified as previously noted.

- e. Preliminary sketches of the proposed structures and landscaping; except that this requirement shall not apply to detached, single-family residences.

A statement clarifying the existing structures will not be changed is necessary, as well as clarification as to the type of residential use of the structures.

- f. When a planned development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. No such stage or unit shall have a residential density that exceeds by more than twenty percent (20%) the proposed residential density of the entire planned development. The above requirement may be waived upon sufficient assurances that the residential density will not be exceeded for the entire development upon completion of the planned development district.

When a planned development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire planned development as the stages or units completed or under development bear to the entire planned development.

This is not applicable.

- g. Evidence that the applicant has sufficient control over the tract to effectuate the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed development.

This is done by the common ownership of the entire tract by the applicant.

- h. When it deems it to be necessary, the Planning Commission may require a traffic survey setting out and analyzing the effect that the planned development will have upon traffic in the streets and thoroughfares adjacent to and in the vicinity of the proposed development.

Staff does not believe this is necessary.

- i. A statement showing the relationship of the planned development to the comprehensive plan and future land use map for the City.

There is a statement on the face of the Development Plan that this is consistent with the Comprehensive Plan of 2007. Staff concurs.

- j. In the case of general planned developments, a statement identifying the principal types of business and/or industrial uses that are to be included in the proposed development.

N/A

- k. When a planned development includes provisions for common open space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and by-laws of such entity shall be submitted.

N/A

- l. Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.

As previously stated, we have received nothing as of the date of this staff report.

Staff Recommendation: Staff recommends the request of Kaw Valley Engineering, agent for Edward Phillips, owner, to rezone property at 239 W. 9th, from "RM" Multiple Family Residential District to "PDD" Planned Development District to accommodate the land division as proposed be recommended for approval subject to the modifications being made to the Development Plan regarding proposed uses and limits on modifications to the existing structures, and the preparation of Restrictive Covenants to be recorded against the property complying with the requirements of the Zoning Regulations.

Suggested Motion:

I move that Case No. Z-01-03-11, concerning the request of Kaw Valley Engineering, agent for Edward Phillips, owner, to rezone property at 239 W. 9th, from "RM" Multiple Family Residential District to "PDD" Planned Development District, subject to the changes in the Development Plan as noted by staff and at this meeting, be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

ORDINANCE NO. S-3091

AN ORDINANCE RELATING TO PROPERTY DESCRIBED AS LOT 10, BLOCK 14, JUNCTION CITY ORIGINAL TOWNSITE, JUNCTION CITY, KANSAS, REZONING SAID PROPERTY FROM MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM) TO PLANNED DEVELOPMENT DISTRICT (PDD), ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the owner, Edward W. Phillips, through his agent, Kaw Valley Engineering, to rezone certain property within the City of Junction City, Kansas; and,

WHEREAS, proper notice has been given by publication of legal notice and by mailed notice to surrounding property owner in conformance with K.S.A. 12-757; and,

WHEREAS, the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the application on January 20, 2011, and, by a majority vote of members present, recommended the property in question be rezoned;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the property located at 239 West 9th Street within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

LOT 10, BLOCK 14, JUNCTION CITY ORIGINAL TOWNSITE, JUNCTION CITY, KANSAS.

be, and the same is, hereby ordered rezoned from its present classification of Multiple Family Residential District (RM) to Planned Development District (PDD) for residential purposes as provided in K.S.A. 12-757.

Section 2. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Planned Development District (PDD), subject to the Final Development Plan of record with the Zoning Administrator.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

MICHAEL RHODES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

7d

City of Junction City
City Commission
Agenda Memo

March 1, 2011 Meeting

From: Cheryl S. Beatty, Finance Director
To: City Commissioners
Subject: Fireworks Stand Leases

Objective: Consideration and approval of lease of city owned land for purpose of the sale of fireworks.

Explanation of Issue: The City Commission authorized the sale of fireworks within the city limits at end of 2010. Big Daddy Fireworks, LLC has proposed the lease of land from the city for two fireworks stands at \$3,000 per lease. Attached are the lease agreements for the following sites:

1. 10th & Washington, Lots 8-9-10 with fireworks stand next to Washington Street.
2. Parking lot on northeast corner of 6th Street & Franklin Street. – West ½ of lot.

This issue comes to the City Commission for reconsideration after discussion to reduce size of lots being rented. After discussion with Mr. Sweet, he agreed that he could reduce size being used by his fireworks stand if he had exclusive right having a fireworks stand at each site. He indicated it would not make sense to rent a site right next to another fireworks stand. He had indicated he would agree to other temporary retail rentals next to his fireworks stand, but would not agree to rent the sites if there was a potential second fireworks' stand at each site. Mr. Sweet will attend the March 1 City Commission meeting to answer any further questions

Budget Impact: This income was not budgeted. Therefore, it would mean an increase in city general fund revenue of \$6,000.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the proposed lease agreements.
2. Disapprove the proposed lease agreements.
3. Modify the proposed lease agreements as stated above.
4. Table the request.

Recommendation: Staff recommends the approval of the lease agreements. After inquiry, it was determined that Big Daddy is offering above market value for the lease of these properties.

Suggested Motion:

Commissioner _____ moved to approve the lease agreements as proposed from Big Daddy Fireworks, LLC.

Commissioner _____ seconded the motion.

Enclosures: Two lease agreements.

LEASE

This Lease is made and entered on March 1, 2011, between the City of Junction City, Kansas herein referred to as "Lessor," and Big Daddy Fireworks, LLC, a corporation organized and existing under the laws of the State of Kansas, whose principle place of business is 30 Arapaho, Inman, KS 67502, herein referred to as "Lessee"

Section 1. **Leased Premises.** Lessor leases to lessee, the following real property pursuant to the conditions contained herein, to-wit:

Lots 8, 9 and 10, Block 26, Junction City Kansas.

Section 2. **Term.** The term of this Lease shall be from June 20, 2011 to July 8, 2011.

Section 3. **Rent.** It is agreed that Lessee shall pay rent to the lessor pursuant to the Following: \$3,000. payable upon execution hereof by Lessee.

Section 4. **Use of Premises.** Lessee shall use the demised premises exclusively for the purpose of, and limited to the sale of fireworks to the general public. Lessee shall comply with all he laws, ordinances, rules and statutes appropriated governmental authorities affecting the sale of fireworks upon the demised premises during the term of the lease.

Section 5. **Utilities.** Lessor shall not provide utility connections,

Section 6. **Taxes.** Lessor shall be solely responsible for all real estate taxes, levied with respect to the premises and any special assessments relating to such premises.

Section 7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, harmless from and against any claims, damages, demands, costs, penalties, suits, fines, legal and investigation fees and expenses arising or related to any claim or action for injury, liability, or damage to any person, the environment, or the demised premises from Lessee's occupancy or use of the demised premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or omission of Lessee, its agents, contractors, employees, or invitees in or about the demised premises, except those arising out of the sole negligence or willful misconduct of Lessor, its officers, agents and employees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials (as defined in Section 16 below) caused

by Lessee to be present on, under, or about the demised premises. Lessee's indemnity obligations as set forth in this Section 7 shall survive the expiration or termination of this Lease.

Section 8. **As Is.** Lessee agrees to take the demised premises in its present condition, "AS IS" and without any improvements or modifications required on the part of Lessor, except as provided in Section 5. Lessor makes no representation or warranty, express or implied in fact or by law, to Lessee as to the condition of the demised premises or the fitness of the demised premises for its intended use by Lessee.

Section 9. **Insurance.** Lessee shall carry insurance against claims for personal injury or death or property damage occurring in or about the demised premises with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars (\$1,000,000) in the event of bodily injury or death of one person and not less than Two Million Dollars (\$2,000,000) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name Lessor as an additional insured by means of an endorsement which states that Lessee's insurance coverage is primary to all other coverage Lessor may have. Each policy shall also contain a waiver of subrogation rights in favor of Lessor and provide that Lessor be given at least thirty days' notice before any termination, cancellation or material modification of the policy. Certificates of Insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to the Possession Date. Upon request, Lessee shall provide Lessor copies of any policy required under this Agreement, including all endorsements thereto.

Section 10. **Default.** In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights Lessor may have at law or in equity, Lessor may re-enter the demised premises and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Lease; upon any such cancellation, all rights of Lessee in and to the demised premises shall cease and terminate.

Section 11. **Binding Effect.** This Lease is personal to the Lessee and Lessee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the Lease without the prior written consent of the Lessor, which consent may be withheld in the Lessor's sole and absolute discretion. Any purported assignment or sublease by Lessee of this Lease shall be void ab initio and a basis for immediate termination of this Lease. In the event that the Lessor shall provide such prior written consent to an assignment or sublease by Lessee, any such assignment or sublease shall not relieve Lessee of its obligations under this Lease. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties hereto and covenants are to be construed as conditions of the Lease.

Section 12. **Right to Enter.** Lessor shall have the right to enter the demised premises to inspect the premises at reasonable times during Lessee's regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease. Lessor shall also have the right to enter the demised premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure. In addition, Lessor shall have the right to enter the demised premises at any time to respond to any emergency. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the Lessor's police power.

Section 13. **Exclusive Use.** Lessor shall not lease or otherwise permit any other person or entity to sell fireworks on Lots 4, 5, 6, and 7 of Lot 26 during the term of this Lease.

Section 14. **Governing Laws.** The terms of this Lease shall be interpreted under the laws of the State of Kansas.

Section 15. **Notices.** All notices required herein by or between the parties hereto shall be either hand delivered or deposited in the United States mail, postage prepaid, to the parties at their respective addresses shown below.

Section 16. **Attorney's Fees.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees.

Section 17. **Amendments.** No provision of this Lease may be amended or modified except by an agreement in writing executed by both parties hereto.

Section 18. **Sole Agreement.** This Lease constitutes the sole agreement between the Lessor and the Lessee with respect to the demised premises.

Section 19. **Effective.** This Lease shall not be effective unless executed by Lessee and received by the City on or before March 4, 2011.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed the Lease the day and year written above.

LANDLORD:

City Of Junction City, Kansas
700 North Jefferson
Junction City, KS 66441

TENANT:

Big Daddy Fireworks, L.L.C.
30 Arapaho
Inman, KS 67502

By: _____
Mayor

Dated: _____

By: _____
Printed Name: _____

Dated: _____

Phone # 620-728-9494

ATTEST:

Tyler Ficken, City Clerk

LEASE

This Lease is made and entered on March 1, 2011, between the City of Junction City, Kansas herein referred to as "Lessor," and Big Daddy Fireworks, LLC, a corporation organized and existing under the laws of the State of Kansas, whose principle place of business is 30 Arapaho, Inman, KS 67502, herein referred to as "Lessee"

Section 1. **Leased Premises.** Lessor leases to lessee, the following real property pursuant to the conditions contained herein, to-wit:

West Half of the parking lot on NE corner of 6th Street and Franklin Street, Junction City, Kansas.

Section 2. **Term.** The term of this Lease shall be from June 20, 2011 to July 8, 2011.

Section 3. **Rent.** It is agreed that Lessee shall pay rent to the lessor pursuant to the Following: \$3,000. payable upon execution hereof by Lessee.

Section 4. **Use of Premises.** Lessee shall use the demised premises exclusively for the purpose of, and limited to the sale of fireworks to the general public. Lessee shall comply with all the laws, ordinances, rules and statutes appropriated governmental authorities affecting the sale of fireworks upon the demised premises during the term of the lease.

Section 5. **Utilities.** Lessor shall not provide utility connections,

Section 6. **Taxes.** Lessor shall be solely responsible for all real estate taxes, levied with respect to the premises and any special assessments relating to such premises.

Section 7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, harmless from and against any claims, damages, demands, costs, penalties, suits, fines, legal and investigation fees and expenses arising or related to any claim or action for injury, liability, or damage to any person, the environment, or the demised premises from Lessee's occupancy or use of the demised premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or omission of Lessee, its agents, contractors, employees, or invitees in or about the demised premises, except those arising out of the sole negligence or willful misconduct of Lessor, its officers, agents and employees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or

political subdivision because of Hazardous Materials (as defined in Section 16 below) caused by Lessee to be present on, under, or about the demised premises. Lessee's indemnity obligations as set forth in this Section 7 shall survive the expiration or termination of this Lease.

Section 8. **As Is.** Lessee agrees to take the demised premises in its present condition, "AS IS" and without any improvements or modifications required on the part of Lessor, except as provided in Section 5. Lessor makes no representation or warranty, express or implied in fact or by law, to Lessee as to the condition of the demised premises or the fitness of the demised premises for its intended use by Lessee.

Section 9. **Insurance.** Lessee shall carry insurance against claims for personal injury or death or property damage occurring in or about the demised premises with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars (\$1,000,000) in the event of bodily injury or death of one person and not less than Two Million Dollars (\$2,000,000) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name Lessor as an additional insured by means of an endorsement which states that Lessee's insurance coverage is primary to all other coverage Lessor may have. Each policy shall also contain a waiver of subrogation rights in favor of Lessor and provide that Lessor be given at least thirty days' notice before any termination, cancellation or material modification of the policy. Certificates of Insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to the Possession Date. Upon request, Lessee shall provide Lessor copies of any policy required under this Agreement, including all endorsements thereto.

Section 10. **Default.** In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights Lessor may have at law or in equity, Lessor may re-enter the demised premises and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Lease; upon any such cancellation, all rights of Lessee in and to the demised premises shall cease and terminate.

Section 11. **Binding Effect.** This Lease is personal to the Lessee and Lessee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the Lease without the prior written consent of the Lessor, which consent may be withheld in the Lessor's sole and absolute discretion. Any purported assignment or sublease by Lessee of this Lease shall be void ab initio and a basis for immediate termination of this Lease. In the event that the Lessor shall provide such prior written consent to an assignment or sublease by Lessee, any such assignment or sublease shall not relieve Lessee of its obligations under this Lease. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties hereto and covenants are to be construed as conditions of the Lease.

Section 12. **Right to Enter.** Lessor shall have the right to enter the demised premises to inspect the premises at reasonable times during Lessee's regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease. Lessor shall also have the right to enter the demised premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure. In addition, Lessor shall have the right to enter the demised premises at any time to respond to any emergency. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the Lessor's police power.

Section 13. **Exclusive Use.** Lessor shall not lease or otherwise permit any other person or entity to sell fireworks on the East Half of the parking lot on NE corner of 6th Street and Franklin Street during the term of this Lease.

Section 14. **Governing Laws.** The terms of this Lease shall be interpreted under the laws of the State of Kansas.

Section 15. **Notices.** All notices required herein by or between the parties hereto shall be either hand delivered or deposited in the United States mail, postage prepaid, to the parties at their respective addresses shown below.

Section 16. **Attorney's Fees.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees.

Section 17. **Amendments.** No provision of this Lease may be amended or modified except by an agreement in writing executed by both parties hereto.

Section 18. **Sole Agreement.** This Lease constitutes the sole agreement between the Lessor and the Lessee with respect to the demised premises.

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[signature page follows]

IN WITNESS WHEREOF, the parties have executed the Lease the day and year written above.

LANDLORD:

City Of Junction City, Kansas
700 North Jefferson
Junction City, KS 66441

TENANT:

Big Daddy Fireworks, L.L.C.
30 Arapaho
Inman, KS 67502

By: _____
Mayor

Dated: _____

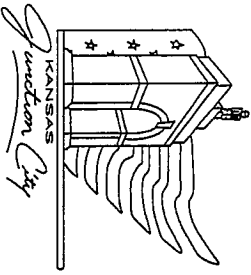
By: _____
Printed Name: _____

Dated: _____

Phone # 620-728-9494

ATTEST:

Tyler Ficken, City Clerk



Washington Street

Property lines are approximated
distances may not be completely accurate

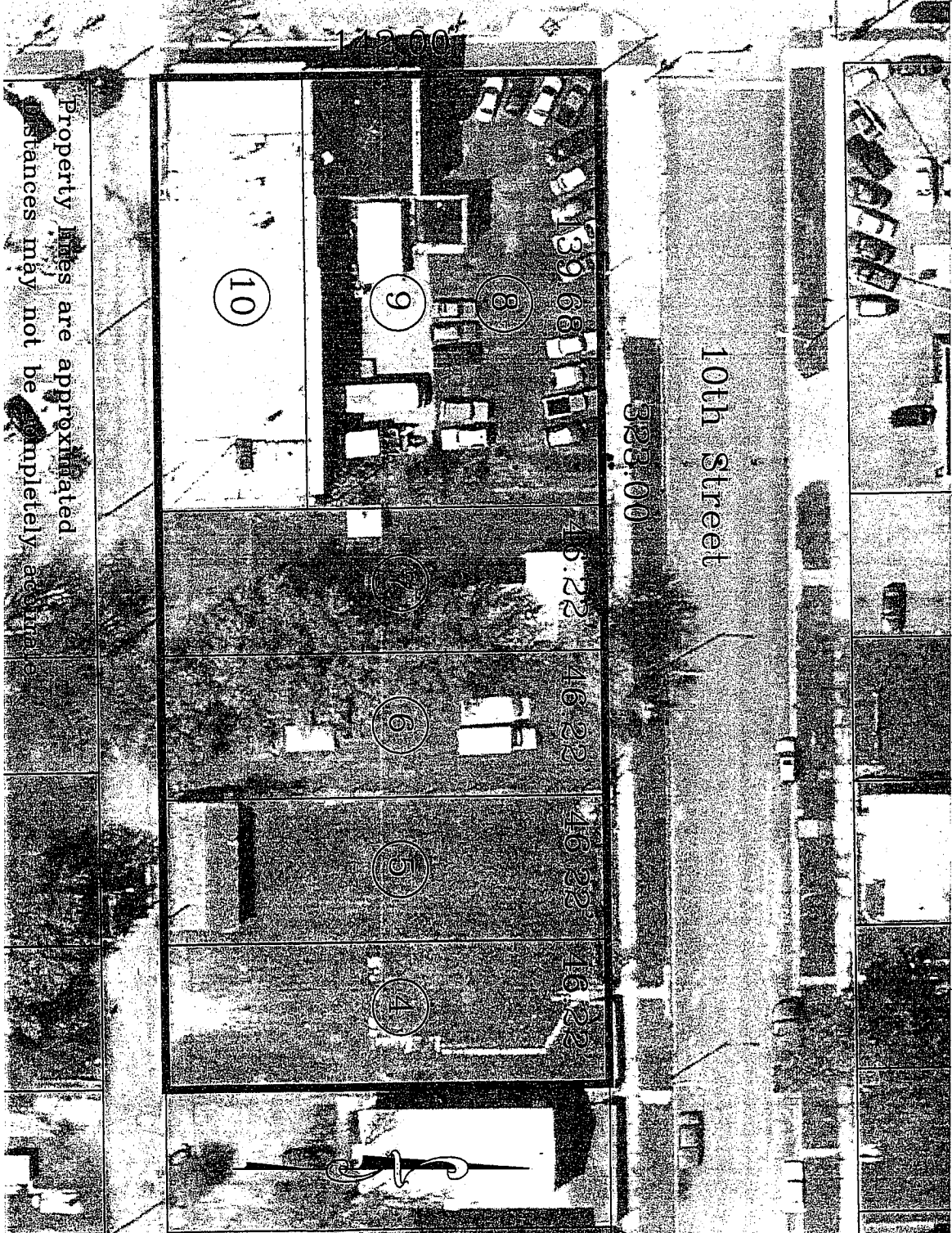
ENGINEERING DEPARTMENT
CITY OF JUNCTION CITY, KANSAS
701 N. JEFFERSON
JUNCTION CITY, KS 66441
(785) 238-3103 x504

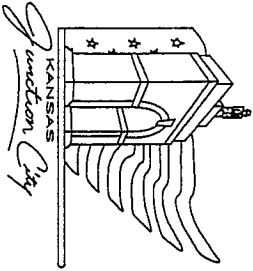
CITY OF JUNCTION CITY
AREA LOCATION MAP

Aerial Location Map
10th & Washington Street Area

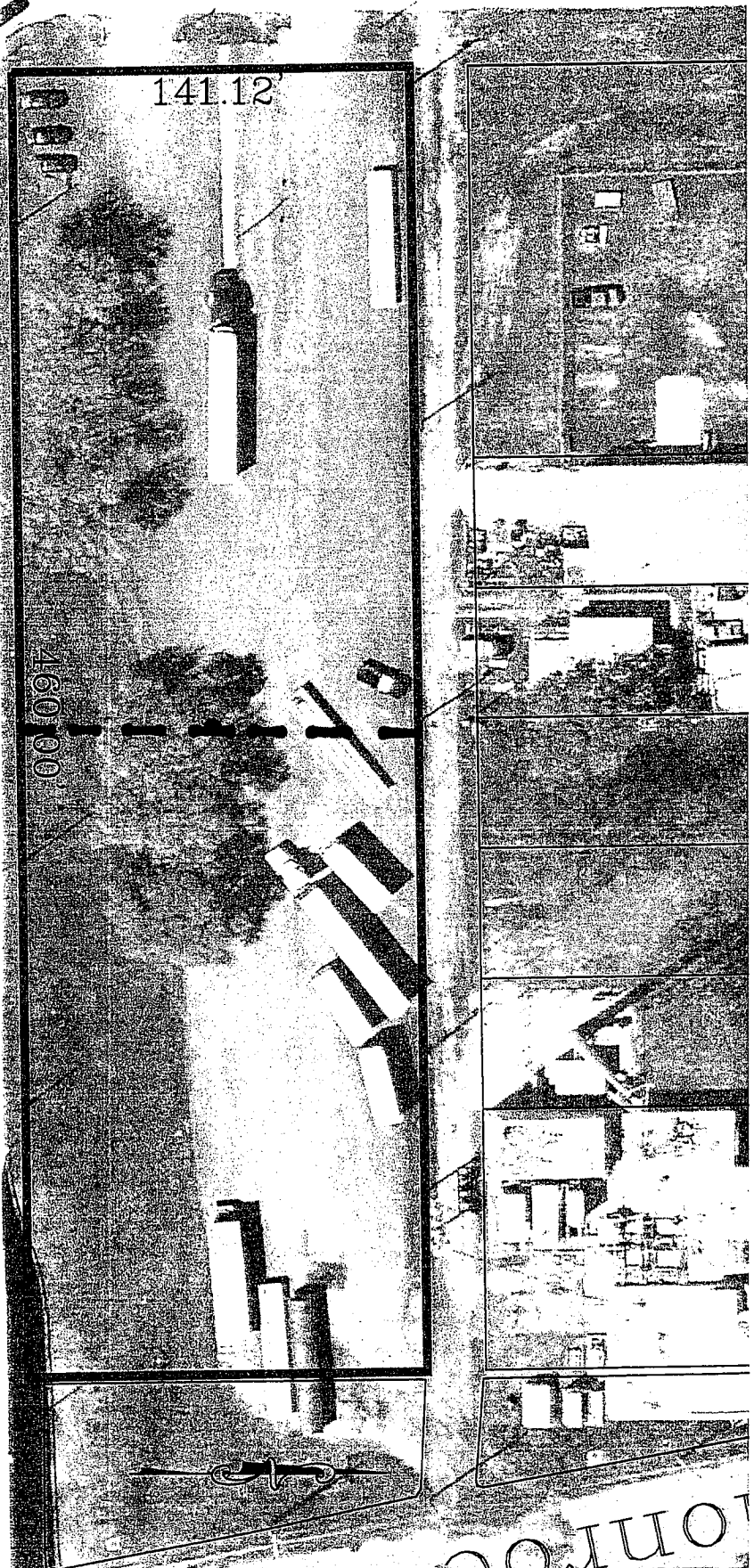
DATE: August 19, 2008 DRAWN: c. h. mchieu FILE: city images with property lines.dwg

SCALE: 1" = 50'





Franklin Street



6th Street

INFORMATION SYSTEMS DEPARTMENT
CITY OF JUNCTION CITY, KANSAS
701 N. JEFFERSON
JUNCTION CITY, KS 66401
(785) 234-1100 ext. 204

CITY OF JUNCTION CITY
AREA LOCATION MAP

Aerial Location Map
Proposed Fireworks Land Lease Area
6th & Franklin Parking Lot

DATE: January 2011

DRWN: c. h. mahieu

FILE:

SCALE: 1" = 60'

8a

City of Junction City

City Commission

Agenda Memo

2-22-2011

From: City Attorney Logan
To: City Commissioners
Subject: National Biplane Fly In Event Agreement

Objective: The Event Agreement requires approval by the City Commission

Explanation of Issue: The Experimental Aircraft association Inc. wishes to host the National Biplane Fly In from June 2 through June 5, 2011 on the area of Freeman Field

Budget Impact: None

Alternatives:

1. Approve the Event Agreement with Experimental Aircraft Inc. for use of designated area in exhibit A at Freeman Field from June 2 through June 5, 2011.
2. Disapprove the Event Agreement with Experimental Aircraft Inc. for use of designated area in exhibit A at Freeman Field from June 2 through June 5, 2011.
3. Modify the proposal.
4. Table the request.

Suggested Motion: to approve the Event Agreement with Experimental Aircraft Inc. for use of designated area in exhibit A at Freeman Field from June 2 through June 5, 2011.

Recommendation: Approve

Enclosures: Event Agreement

EVENT AGREEMENT

THIS EVENT AGREEMENT (this "**Agreement**") is made and entered into as of this 1st day of March, 2011, by and between the City of Junction City, Kansas, (the "**City**"), and Chapter 1364 of the Experimental Aircraft Association, Inc. _____ [address] (the "**EAA**"), for the purposes hereinafter set forth.

WHEREAS, the EAA wishes to host the National Biplane Fly In on the dates of June 2 through June 5, 2011 (the "**Event**"), on the area of Freeman Field, which is owned by the City and more particularly depicted on **Exhibit A** attached hereto (the "**Premises**"); and

WHEREAS, upon and subject to the terms and conditions of this Agreement, the City wishes to permit the EAA to use the Premises to host the Event during the period set forth above;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

1. **Permitted Use.** Upon and subject to the terms and conditions of this Agreement, the City hereby grants to the EAA the right to use and occupy the Premises, together with a non-exclusive right of access thereto, on the dates of June 3 through June 6, 2010, for the purpose of organizing and hosting the Event. The EAA's use of the Premises shall be limited to organizing and acting as host of the Event and coordinating or performing other activities in relation thereto. The EAA shall be responsible for providing its own equipment, if any, in connection with the Event and any other activities relating thereto.

2. **Rental.** No rental shall be charged by the City for EAA's use and occupation of the Premises for the Event.

3. **Condition of Premises.** The EAA acknowledges and agrees that (a) the EAA is familiar with the Premises; (b) with the addition of grass to certain portions of the Premises, the current condition of the Premises would be adequate and sufficient for the EAA's intended use thereof; (c) with the exception of allowing grass to grow and be maintained on and about the Premises as needed for the Event, the City shall not have any duty or obligation to alter or improve the condition of the Premises prior to the Event; and (d) the EAA will accept the Premises in the condition that exists as of the date on which the Event commences.

4. **Maintenance and Repair.** At all times during the Event, the EAA shall, at its sole cost and expense, maintain and keep up the Premises in good order and repair and in a neat, clean, and sanitary condition, free and clear of all litter, trash, rubbish, and other debris. Following the Event, the EAA shall be responsible, at its sole cost and expense, for restoring the Premises and the surrounding property to their condition existing as of the date on which the Event commenced and shall immediately (a) repair any damage caused to the Premises and any surrounding property as a result of, or otherwise arising out of, the Event or any act or omission by the EAA or any of the participants, invitees, or other guests attending or otherwise connected to the Event; and (b) clean the Premises and ensure that all litter, trash, rubbish, and other debris is bagged and deposited in designated trash receptacles or otherwise removed from the Premises,

as determined by the City in its sole discretion. The aforesaid requirements shall not apply in any manner to the EAA as respects normal maintenance to the premises which would traditionally be the responsibility of the City. Further, the aforesaid requirements shall not apply to any damage, destruction, or impairment in any way to premises as a result of any persons and persons other than those directly connected with and responsible for the activities of the EAA.

5. **Disclaimer and Release.** The EAA and its invitees and guests attending or otherwise participating in the Event shall be fully responsible for the safety, security, and protection of any property left on or about the Premises before, during, or after the Event. The City shall not be responsible for, and hereby disclaims any liability in connection with, any injury or death to any person which occurs as a result of or otherwise in connection with the Event, or any damage, theft, or loss of any property, whether personal or otherwise, of the EAA or any of the participants, invitees, or other guests attending or otherwise connected to the Event, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurs during the Event or on the Premises. The EAA, for and on behalf of itself and each of its members, shareholders, directors, officers, managers, employees, volunteers, insurers, affiliates, executors, administrators, representatives, assigns, invitees, guests, and any and all other persons claiming by, through, or under it, does hereby unconditionally waive and release the City from any responsibility or liability, and does hereby covenant not to sue or make any claim or demand against the City or anyone acting on its behalf, in connection with any such injury, death, damage, theft, or loss, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurs during the Event or on the Premises, except any injury, death, damage, theft or loss resulting directly or indirectly from the gross negligence of the City.

6. **Indemnification.** The EAA shall indemnify and hold harmless the City and each of its employees, agents, representatives, attorneys, insurers, affiliates, and all other persons or other entities who may be liable or who may be claimed to be liable from and against any and all past, present, and future liabilities, claims, demands, causes of action, actions, or suits of law or equity of whatsoever kind or nature, including all reasonable attorneys' fees arising therefrom, whether in contract, tort, or otherwise, whether known or unknown, whether foreseen or unforeseen, whether direct, contingent, or consequential, and whether for actual, special, or punitive damages, including all economic and non-economic damages, which any of them had, now has, or hereafter may have or may claim to have in connection with, arising out of, or in any way related to the Event or any injury, death, damage, theft, or loss resulting directly or indirectly from the Event, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurred during the Event or on the Premises, except any injury, death, damage, theft or loss resulting directly or indirectly from the gross negligence of the City.

7. **Insurance.** The EAA shall procure and maintain, and shall furnish the City with a current, valid certificate evidencing, one or more policies of broad form general liability insurance for personal injury and property damage with combined single limit coverage of at least \$1,000,000.00 per occurrence. All policies of insurance shall name City as an additional insured by means of an endorsement which states that EAA's insurance coverage is primary to all other coverage City may have. Each policy shall also contain a waiver of subrogation rights in favor of City and provide that City be given at least thirty days' notice before any termination, cancellation or material modification of the policy. A Certificate of Insurance, acceptable to

Execution

City, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to City prior to June 1, 2010. Upon request, EAA shall provide City copies of any policy required under this Agreement, including all endorsements thereto.

8. **Legal Compliance.** All participants, invitees, and other guests attending or otherwise connected to the Event, including, without limitation, the EAA and its staff, members, employees, and volunteers, shall at all times during the Event comply with all laws of the State of Kansas and all ordinances, rules, regulations, and guidelines of the City, including, without limitation, all rules and requests made by the City specifically in connection with the Event and the EAA's use of the Premises. The EAA shall be responsible, at its sole cost and expense, for obtaining any and all permits, licenses, and other governmental approvals required for the EAA's use of the Premises and the conduct of the Event, including, to the extent applicable, costs for any extra traffic, security and life-safety support provided by the City in support of the event.

9. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

10. **No Third-Party Beneficiaries.** Except as expressly set forth herein, nothing in this Agreement is intended to confer upon any person or entity, other than the parties hereto and their respective successors, legal representatives, and permitted assigns, any right, benefit, privilege, claim, or remedy by reason of any act or omission resulting from, or arising out of, this Agreement or any of its terms or conditions.

11. **Integration; Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all other statements, promises, representations, understandings, and agreements, whether oral or written, express or implied, with respect to the subject matter hereof. This Agreement may not be modified or amended except by a subsequent written instrument signed by each of the parties hereto.

12. **Severability.** In the event that any term or condition of this Agreement is held to be invalid or unenforceable for any reason, such term or condition shall be given effect to the fullest extent reasonable and practical, and such invalidity or unenforceability shall be limited to the particular term or condition involved and shall not affect the validity or enforceability of this Agreement or the remaining terms and conditions, which shall remain in full force and effect.

13. **Headings.** The headings in this Agreement have been inserted for convenience of reference only and shall not in any way be construed to define, modify, limit, or expand the scope, extent, or intent of this Agreement or any of its terms or conditions.

14. **Counterparts.** This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Kansas. The rule of construction that a document is to be construed against the drafting party shall have no application to the interpretation or enforcement of this Agreement or any amendments hereto.

Execution

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above set forth.

CITY OF JUNCTION CITY, KANSAS

**CHAPTER 1364
EXPERIMENTAL AIRCRAFT
ASSOCIATION, INC.**

By: _____

Mayor

By: _____
Name: Jim Clark
Title: _____

ATTEST:

By: _____

City Clerk

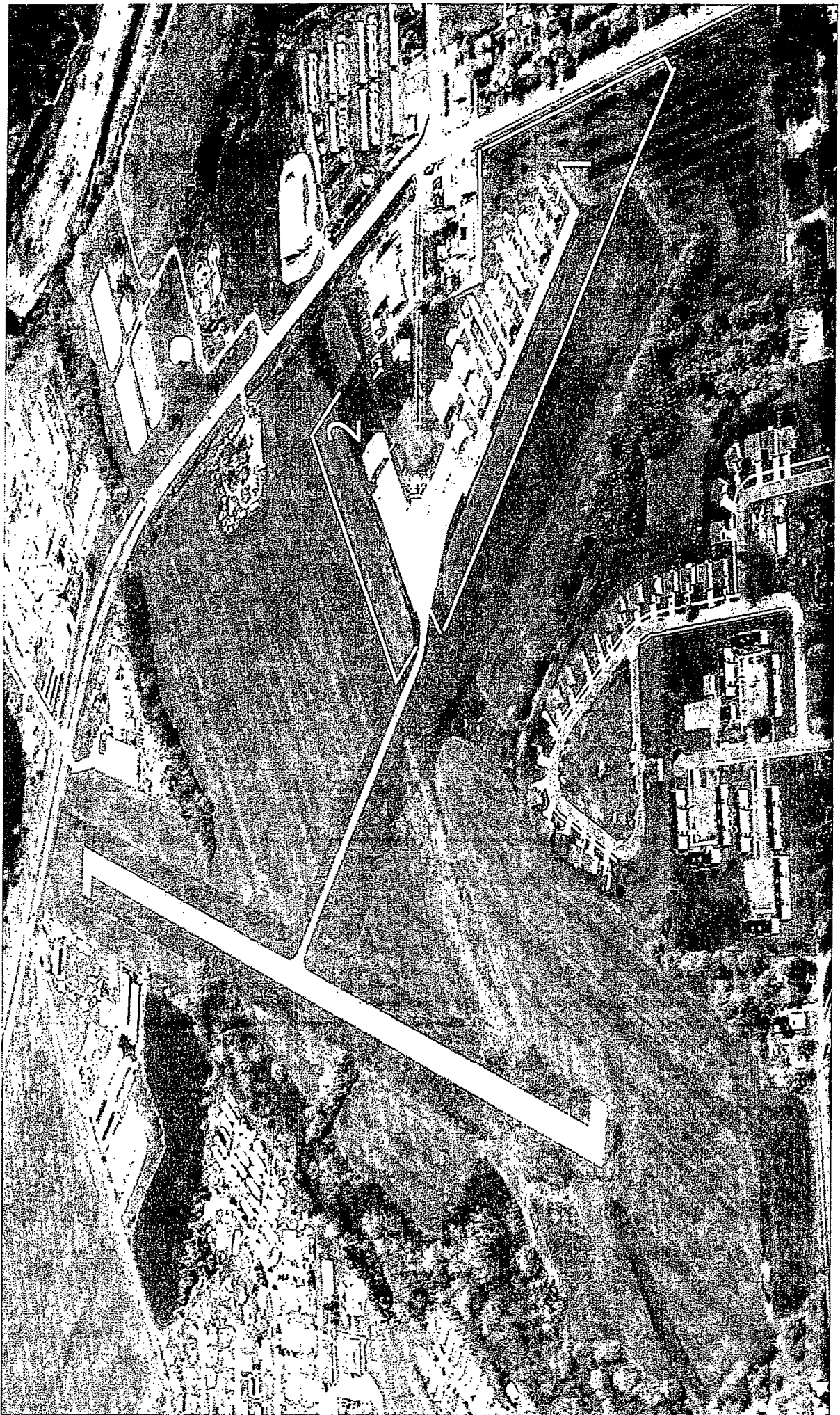
APPROVED AS TO FORM:

By: _____
Catherine P. Logan
City Attorney

Execution

Exhibit A

Depiction of the Area of Freeman Field where event will be held shown in area outlined in white and numbered 1 and 2 on attached aerial photo



8b

City of Junction City

City Commission

Agenda Memo

February 23, 2011

From: David L. Yearout, AICP, Director of Planning and Zoning
To: City Commission & Gerry Vernon, City Manager
Subject: Request for Exemption from Day Care Inspection Code

Issue: Consideration of the request of the North Central Kansas Regional Juvenile Detention Center to be exempted from the provisions of Chapter 590, Day Care Inspection Code, of Title V, Building and Construction, of the Municipal Code of the City of Junction City, Kansas.

Explanation of Issue: In February, 2010, the City of Junction City amended its Municipal Code to establish the Day Care Inspection Code. This Code established the Child Care Certificate, confirmed the standards used by the Fire Department and Code Enforcement Department during inspections of day care operations, imposed the annual inspection for renewal of the certificate, and established a fee structure to offset the a portion of the costs of the inspections and administration of the Code. The inspection services had been conducted for free for a number of years. The facilities that are subject to the Day Care Inspection Code are those that are required to be licensed by KDHE. The City makes no determinations as to whether a facility must be licensed by the state.

Of those that are subject to the licensing of the state is the North Central Kansas Regional Juvenile Detention Center in Junction City. The staff is objecting to the payment of the fee; although they acknowledge the inspection service is mandatory by the terms of the license. The Detention Center is requesting to be declared as being exempt from the requirements of the Day Care Inspection Code with respect to the payment of the fee. According to the Day Care Inspection Code, the annual fee for the inspections conducted by the Fire Department and Code Enforcement Department is \$100.00.

Alternatives:

1. Approve the request and direct the preparation of an ordinance to modify the Day Care Inspection Code to exempt the Detention Center.
2. Reject the request.

Staff Recommendation: Reject the request.

Suggested Motion:

Commissioner _____ moved that the request of the North Central Kansas Regional Juvenile Detention Center to be exempted from the Day Care Inspection Code be denied.

Commissioner _____ seconded the motion.



*North Central Kansas Regional Juvenile
Detention Facility*



820 N. Monroe St.
Junction City, KS 66441
(785) 238-4549

Gerry Vernon
City Manager
700 N. Jefferson
Junction City, KS 66441

January 25, 2011

Mr. Vernon,

Please find this letter serving as a request for the amendment of Junction City Ordinance NO. G-1064 to have the definition and term "Detention Center" removed from said ordinance. This ordinance states "All child care facilities operating within the City of Junction City, whether existing or being established new, shall first obtain a Child Care Certificate from the City of Junction City, Kansas, prior to operation and following inspections required herein". After meeting with you and Mr. Yearout (Zoning Administrator) on January 25, 2011, you requested a formal letter from the North Central Kansas Regional Juvenile Detention Facility stating why we wish to have the term "Detention Center" removed from ordinance no. G-1064.

Currently we are required to have the following inspections:


- Annual Inspection conducted by the Kansas Department of Health and Environment as per K.S.A. 65-501
- Inspection which requires detention centers to meet structural requirements as outlined in K.A.R. 28-4-359(d)
- Annual inspection by the Kansas State Fire Marshal i.e. Junction City Fire Department as outlined in the Jails and Detention Checklist 99J in the Kansas Buildings Fire Safety Handbook
- Quarterly inspection of the automatic fire sprinkler system by Bamford Fire Sprinkler Co.
- Annual inspections of the Fire Alarm Control Panel by Progressive Electronics Company
- Annual checks of all Fire Extinguishers by 451 Fire Protection Company

- Annual check, maintenance and service of the backup generator by the Foley Equipment Company

It is the intention of the North Central Kansas Regional Juvenile Detention Facility to demonstrate as listed above that we ALREADY meet and EXCEED more stringent requirements than what is required by Ordinance No. G-1064. If this ordinance is not amended we will be mandated to pay for yet another license which is already exceeding the requirements of this ordinance.

If you have any further questions please feel free to contact me at any time.

Cordially,

A handwritten signature in black ink, appearing to read 'Brad Scholz', with a stylized, sweeping flourish at the end.

Brad Scholz
Assistant Director

CC: Scott Johnson
Jack Taylor
Ken Talley
Terry Heldstab
Mike Rhodes

8c

City of Junction City

City Commission

Agenda Memo

February 23, 2011

From: David L. Yearout, AICP, Director of Planning and Zoning
To: City Commission & Gerry Vernon, City Manager
Subject: Final Plat – Phillips Planned Development District Addition

Issue: Consideration of approval of the Final Plat of the Phillips Planned Development District Addition, a replat of Lot 10, Block 14, Original Townsite of Junction City, Kansas; concerning property on southeast corner of 9th Street and Adams Street.

Explanation of Issue: This is the request of Kaw Valley Engineering, agent, on behalf of Edward W. Phillips, owner, for the replat of Lot 10, Block 14, Original Townsite of Junction City, Kansas, at the southeast corner of 9th Street and Adams Street. The property is the subject of the rezoning to "PDD" Planned Development District for residential purposes and is intended to complete the replatting of the property in accordance with that rezoning. The replat will establish two lots for each of the residential structures, with appropriate easements, in order to allow the property to be sold.

The Metropolitan Planning Commission considered this request at its January 20, 2011, meeting and, following discussion concerning the access and utility needs of the property, by unanimous vote of the members present approved the Final Plat of the Phillips Planned Development District Addition to the City of Junction City, Kansas. A copy of the staff report is attached.

Alternatives: In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon.

Staff Recommendation: Approve the Final Plat and authorize the Mayor and City Clerk to sign accordingly.

Suggested Motion:

Commissioner _____ moved that the Final Plat of the Phillips Planned Development District Addition to the City of Junction City, Geary County, Kansas, be approved, the Mayor and City Clerk be authorized to sign the plat accepting the dedications thereon.

Commissioner _____ seconded the motion.

Enclosures:

Copy of Minutes of the January 20, 2011, MPC Meeting
Copy of Staff Report
Copy of Final Plat approved by MPC



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

January 18, 2011

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, Director of Planning and Zoning

SUBJECT: FP-01-01-11 – Request of Kaw Valley Engineering, agent for Edward Phillips, owner, to replat Lot 10, Block 14, Junction City Original Townsite to the Phillips Planned Development District.

This is the request of Kaw Valley Engineering, agent for Edward Phillips, owner, to replat Lot 10, Block 14, Junction City Original Townsite to the Phillips Planned Development District, thereby creating two lots. This is associated with the rezoning to “PDD” Planned Development District of the same property as heard in Case No. Z-01-03-11.

The property was originally included in the plat for the Original Townsite of Junction City, platted in 1859. It created the standard sized lots of 46 feet wide by 140 feet deep, with the lot in question facing 9th Street on the north and being adjacent to Adams Street on the west. As stated in the staff report for the rezoning request, there were two residences constructed on this property beginning in 1912 with the home at 239 West 9th Street, and in 1915 with the home at 815 North Adams Street. As best can be told without a full research of the records on this property, the lot has remained in single ownership for many years.

The present owner, Mr. Edward Phillips, desires to have the property rezoned and replatted in order for the land to be sold. Because of present lending standards, coupled with reducing the potential buyers, the present condition of two homes on a single lot is not marketable. The rezoning to the Planned Development District will accommodate the existing conditions and, assuming the rezoning has been recommended for approval, the intent of this replat is to reflect those conditions in a manner that will allow the property to be divided into two parcels, one for each residential structure.

The most significant issue that is the manner in which the residential structures will receive utility services. The northern lot does not touch the alley at any point and there are utility services that come from the alley, primarily sewer service, but also potentially electric and/or other utility services. There is an easement shown on the east side of the southern lot providing access to the alley, but it is only 8 feet wide. Staff is assuming this is because of the location of the existing structures. The minimum standard is 15 feet when on a single lot and 10 feet when adjoining an easement on an adjoining lot. This action will waive that standard if the plat is approved.

Staff has not received any comments from any utilities as to whether this is adequate to provide service, especially for any underground service. Staff would encourage the notation on the plat show the easement is for utility purposes, but that the easement also is to serve as a private easement for the sewer service line for the home at 239 West 9th Street to gain access to the sewer in the alley.

All other aspects of this plat meet the spirit and intent of the Subdivision Regulations. There will be no additional demands on the infrastructure or public services by reason of this plat because it is simply acknowledging conditions that already exist.

Staff Recommendation: Staff recommends the Final Plat of the Phillips Planned Development District Addition, a replat of Lot 10, Block 14 of the Original Townsite of Junction City, be approved, subject to clarification and acceptance of the language concerning the sanitary sewers in the easement for the north home; and the Chairman and Secretary be authorized to sign the plat and it be forwarded to the City Commission for final approval.

Suggested Motion:

I move that Case No. FP-01-01-11, the application of Kaw Valley Engineering, agent for Edward Phillips, owner, to replat Lot 10, Block 14, Junction City Original Townsite to the Phillips Planned Development District, thereby creating two lots, be approved and the Chairman and Secretary be authorized to sign the plat and forward it to the City Commission for final approval.

8d

City of Junction City

City Commission

Agenda Memo

February 23, 2011

From: David L. Yearout, AICP, Director of Planning and Zoning
To: City Commission & Gerry Vernon, City Manager
Subject: Final Plat – Villas at Michaels Run

Issue: Consideration of approval of the Final Plat of the Phillips Planned Development District, a replat of Lot 24 in Michael's Run Addition at the northwest corner of Carolina Avenue and McFarland Road in Junction City, Kansas.

Explanation of Issue: This is the request of Kaw Valley Engineering, agent, on behalf of Ernest Baszak, owner, for the approval of the proposed replat of Lot 24, Michael's Run Addition to Junction City, Kansas. This is the property at the northwest corner of Caroline Avenue and McFarland Road. The replat creates eight lots for the proposed duplex development that was approved in the Planned Development District rezoning that was approved over this past winter

The Metropolitan Planning Commission considered this request at its February 10, 2011, meeting and by unanimous vote of the members present approved the Final Plat of the Villas at Michael's Run Addition to the City of Junction City, Kansas. A copy of the staff report is attached.

Alternatives: In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon.

Staff Recommendation: Approve the Final Plat and authorize the Mayor and City Clerk to sign accordingly.

Suggested Motion:

Commissioner _____ moved that the Final Plat of the Villas at Michael's Run Addition to the City of Junction City, Geary County, Kansas, be approved, the Mayor and City Clerk be authorized to sign the plat accepting the dedications thereon.

Commissioner _____ seconded the motion.

Enclosures:

Copy of Minutes of the February 10, 2011, MPC Meeting
Copy of Staff Report
Copy of Final Plat approved by MPC



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

February 9, 2011

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, Director of Planning and Zoning

SUBJECT: FP-02-01-11 – Request of Kaw Valley Engineering, agent, on behalf of Ernest Baszak, owner, for the Final Plat approval of the Replat of Lot 24, Michael's Run, Junction City, Kansas.

This is the request of Kaw Valley Engineering, agent, on behalf of Ernest Baszak, owner, for the approval of the proposed replat of Lot 24, Michael's Run Addition to Junction City, Kansas. This is the property at the northwest corner of Caroline Avenue and McFarland Road. The proposed replat creates eight lots for the proposed duplex development that was approved in the Planned Development District rezoning that was approved over this past winter.

This plat was subject to a review of utility providers earlier this month. It was noted that water and sewer service are run into the cul-de-sac, but only on one side of Michael's Court. Subsequent discussions indicate an additional sewer line will be extended on the south side of Michael's Court to provide service to the homes on that side of the street. This will avoid either cutting the street or attempting to bore under the street. Water service will be addressed in the same manner.

Westar Energy indicates they intend to provide electric service in the easement on the front of the lots also. Telephone service will be in the same location. No information was provided from the gas company, but it is presumed gas will be placed in front as well. All these are acceptable in the front, but it will be necessary for the contractor's to coordinate the installation to avoid problems.

The only other issue that staff would like addressed is for the developer to provide a better name of the plat for recording purposes. One of the values of platting is to improve the method by which property is described for deed purposes. A name other than "A Replat of Lot 24, Michael's Run" would make future transactions easier for all.

Staff Recommendation: Staff recommends the Final Plat of the Replat of Lot 24, Michael's Run Addition to Junction City, Kansas, be approved, preferably with a new name, and the Chairman and Secretary be authorized to sign the plat and it be forwarded to the City Commission for final approval.

Suggested Motion:

I move that Case No. FP-02-01-11, the application of Kaw Valley Engineering, agent, on behalf of Ernest Baszak, owner, for the approval of the proposed replat of Lot 24, Michael's Run Addition to Junction City, Kansas, be approved, subject to all changes recommended by the staff, and the Chairman and Secretary be authorized to sign the plat and forward it to the City Commission for final approval.